

SOPHIA STEWART
P.O. BOX 31725
Las Vegas, NV 89173
702-501-5900

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IN PROPRIA PERSONA

IN THE UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

2:18-cv-02351-JAD-GWF

SOPHIA STEWART,
 Plaintiff,

v.

JAMES CAMERON, an individual;
LIGHTSTORM ENTERTAINMENT, a
Corporation; SKYDANCE MEDIA, a
Corporation; GALE ANNE HURD, an
individual ; PARAMOUNT PICTURES, a
Corporation; WARNER BROS, a
Corporation; TWENTIETH CENTURY
FOX PRODUCTION , a Corporation ;
DAVID ELLISON, an individual,
TENCENT PICTURES, a Corporation;
ANDY WACHOWSKI, an individual;
LARRY WACHOWSKI an individual;

**COMPLAINT FOR DAMAGES AND
 EQUITABLE RELIEF FOR:**

- (1) FELONY COPYRIGHT
 INFRINGEMENT-17 U.S.C.
 506(e)**
- (2) ANTI-COUNTERFEITING
 CONSUMER PROTECTION
 ACT OF 1996 -FRAUDULENT
 OATHS OF OWNERSHIP OF
 CHARACTERS SARAH
 CONNER AND TERMINATORS**
- (3) CIVIL RICO**
- (4) UNFAIR COMPETION**
- (5) ACCOUNTING**
- (6) MONEY LAUNDERING ACT OF
 1986**
- (7) MONOPOLY**
- (8) CONCEALMENT OF CO-
 AUTHORS ON COPYRIGHT
 REGISTRATION**
- (9) The intellectual Property
 protection and Courts Amendments Act
 of 2004**
- (10) GENDER DISCRIMINATION
 42 U.S.C 1981, 42 U.S.C. 1982**
- (11) Declaratory Judgment that Pau
 584-564 and PA 241-495 are invalid due
 to a Fraudulent Registration and
 contracts without true owner void
 against public policy**

JURY TRIAL DEMANDED

PRELIMINARY STATEMENT

This is a RICO, Civil Rights, and Declaratory Judgment complaint for damages and equitable relief brought forth on behalf of the Plaintiff Sophia Stewart “ Sole Legal Copyright Owner “ Terminator “ and “ Matrix “ Movie Franchises (adjudicated facts in the Utah Federal Courts in Utah 9/25/2014 case #: 2:07-cv-00552-DB-EJF) against Defendants James Cameron, Gale Anne Hurd, Paramount Pictures, Skydance Media, Twentieth Century Fox Production, Warner Bros., Lightstorm Entertainment, David Ellison, Tencent Pictures, Andy Wachowski, Larry Wachowski, and John Does 1 through X11 pursuant to 17 U.S.C. 106, 17 U.S.C. §201, Criminal Copyright Infringement 17 U.S.C. §501, 17 U.S.C. §506 (a)(1)(A), 17 U.S.C. §506(e), 18 U.S.C. 1962 (b), and 28 U.S.C. 2201-2202 essentially alleging that defendants established a “pattern of racketeering” through a fraudulent scheme of “sham and shell” companies that were conceived to avoid individual tax liability, and were so inadequately funded without “legitimate ownership” to “Terminator” or “ Matrix “ asset copyrights for the purpose to defraud and “money launder” proceeds from individuals, financial institutions, and creditors by utilizing the investors to illegally transfer said assets and deceive the consuming public into believing that certain Defendants created the story concepts and characters in the “Terminator” and “ Matrix “ films. The Plaintiff asserts and alleges the Defendants James Cameron and Gale Anne Hurd through a premeditated “pattern of brazen theft,” “counterfeiting,” and deceit upon the U.S. Copyright Office, the Defendant Cameron publically admitted to Tracy Torme, Reporter of Starlog magazine for the December 1984 edition (#89), and Thomas McKelvey Cleaver that he

1 had willfully “ripped off” Harlan Ellison stories entitled “Soldier” which aired first on
2 September 19, 1964, and “Demon with a Glass Hand” which aired on October 17, 1964
3 and were released as Outer Limits segments, thus making the “Terminator” copyright
4 PAu 584-564 “inoperative/invalid,” including but not limited to any and all derivative
5 and/or counterfeiting “Terminator” works. Shortly thereafter, producer Gale Anne Hurd
6 contacted Starlog with a demand to see the interview. Gale Anne Hurd then modified
7 Starlog's article on The Terminator. She omitted a quote from Cameron in the article that
8 read, “Oh, I took a couple of Outer Limits segments.” The Plaintiff asserts facts and
9 alleges, Harlan Ellison did not send James Cameron, Gale Anne Hurd, Hemdale Films or
10 Pacific Western Productions his work to establish “access.” On information and belief
11 James Cameron, Gale Anne Hurd, Hemdale Films and Pacific Western Productions did
12 not register with the Writers Guild of America, or U.S. Copyright Office the
13 “Terminator” script bearing the stolen work therein from Harlan Ellison and Sophia
14 Stewart, because their work was already registered with the Register of Copyrights. On
15 information and belief Defendants Gale Anne Hurd, Hemdale Film, and James Cameron
16 pilfered Ellison and Stewart’s work, and placed their work in plain sight in the actual
17 “Terminator” movies, of which, proves “substantial similarity,” and infringements of
18 “protective expression.” The Plaintiff asserts and alleges that Defendants James
19 Cameron, Gale Anne Hurd, Pacific Western Productions, and Hemdale Films breached
20 the settlement agreement between Harlan Ellison in 1984; whereby, Ellison name
21 appears in the credits of the “Terminator” products/films as a “substantial contributing
22 co-author;” however, to the present date Cameron and Hurd failed to disclose Ellison
23 and Stewart’s name on line 6 of the copyright registration reflecting “indictable acts” as
24 required by law pursuant to 18 U.S.C. 4, and 17 U.S.C. 106, 17 U.S.C. §201, Felony
25 Copyright Infringement 17 U.S.C. §501, 17 U.S.C. §506 (a)(1)(A), 17 U.S.C. §506(e).
26 The first item produced by Pacific Western Productions not only willfully infringed
27 Harlan Ellison and Sophia Stewart’s copyrights, but the defendant’s registration to the
28 United States Copyright Office for the film wrongfully failed to disclose the fact that
both Ellison and Stewart are co-authors. On information and belief, Defendants James

Cameron, Gale Anne Hurd, and Hemdale Films knew or should have known without Harlan Ellison and Sophia Stewart's name on line 6 of the "Terminator" copyright PAU 584-564 that they could not sell an "inoperative copyright" and attempt to walk away while simultaneously failing to ameliorate the problem of the copyright not bearing Ellison and Stewart's names as co-authors, of which, is an issue that the Defendants designed to vicariously explode a "money launder scheme" for proceeds from future creditors, institutional investors, and deceive the consuming public by counterfeiting derivative works such as "Terminator 2": Judgment day, "Terminator 3: Rise of the Machines," "Terminator 4: Salvation," "Terminator: Genisys", and now "Terminator 6" and the "Sarah Conner Chronicles" in violation of Anti-Counterfeiting Consumer Protection Act of 1996, Anti-Counterfeiting Amendments Act of 2004, Money Laundering Act of 1986, Unfair Business Practices Act, Unfair Competition, Monopoly, Civil RICO, Accounting, (15 U.S.C. §1, 17 U.S.C. §106 Article 1, Section 8, Clause 7 of the U.S. Constitution, 17 U.S.C. §201, 17 U.S.C. §408d, 17 U.S.C. §501, 17 U.S.C. §506, 17 U.S.C. §506(e), 18 U.S.C. §1001, 18 U.S.C. §1001(a)(1), 18 U.S.C. §1341, 18 U.S.C. §1641, 18 U.S.C. §1967, 18 U.S.C. §2319), *Buchwald v. Paramount Pictures*, 1990 WL 357611 (Cal. Superior); (*Dezendorf vs. Twentieth Century Fox*, SD.Cal., 1940, 32 F.Supp. 359, Aff'd 9Cir., 118F.2d 561; *Lockheed Information Management Systems Co. v. Maximus, Inc.*, 259 Va. 92 (2000); *Bridgeport Music Inc. v. Bad Boy* 507 F.3d 470 (6th Cir. 2007), and The Intellectual Property Protection and Courts Amendments Act of 2004, *Pinkerton v. United States*, 328 U.S. 640 (1946), commonly known as the Pinkerton doctrine. (Exhibits T145, Terminator 1 minute 45 seconds "Theft"), (the UCC Liens 22173560002 filed against James Cameron and Gale Anne Hurd), (Exh 1, Sophia Stewart's, The Third Eye Copyright, TXU 117-610 dated 1981), (Exhs. 2-96 Utah Federal Courts), Sophia Stewart's The Third Eye Movie Treatment),

INTRODUCTION

1. In fact, the placement of the sequence in a post nuclear war between man verses machines came directly from the story concept written by Plaintiff Sophia Stewart, an American film student at USC film school. In addition, the concept of a machine coming forth out of a burning meteorite “naked and without shame,” was stolen from Sophia Stewart by defendant Gale Anne Hurd, and James Cameron in concert with certain John Does I through XII affiliated with Twentieth Century Fox, Paramount, and New World Productions, Inc. between and including May 1, 1981 and May 12, 1981 while Sophia Stewart’s screen treatment entitled the “Third Eye” was in the possession of Susan Merzbach, then the Creative Director of Twentieth Century Fox, for review. Merzbach spoke to Sophia Stewart by telephone between May 1, 1981 and May 12, 1981 and expressed her view that the movie treatment was good.

2. Kay Harrison, the administrative assistant to Merzbach for Twentieth Century Fox, sent the document back to Sophia Stewart in a letter dated June 1, 1981, but it failed to provide reasonable security for Stewart’s story while it was in the possession of Twentieth Century Fox. On information and belief, the Plaintiff asserts and alleges the Defendants James Cameron, Gale Anne Hurd, Pacific Western Productions, and Hemdale Film’s infringer liability arises out of misappropriation of her federally protected intangible property entitled “The Third Eye” registered with the U.S. Copyright Office dated May 1, 1981(83’84’). As a proximate result of being the legal and beneficial copyright claimant, Stewart advances RICO and Criminal copyright infringement claims against Defendants Twentieth Century Fox Film Corp., Warner Bros. Entertainment Inc., James Cameron, Gale Anne Hurd, Andy and Larry Wachowski, David Ellison, Skydance Media, Paramount Pictures, Tencent Pictures. The Plaintiff asserts facts and alleges the “Terminator” and “Matrix” series infringed on her copyrights. The Plaintiff asserts and alleges the Anti-Counterfeiting Consumer Protection Act of 1996 includes copyright counterfeiting as predicate offense under RICO against the Defendants. Similarly, the Plaintiff asserts and alleges the Copyright Felony Act of 1992 expanded 18 USC §2319 embrace and protect all copyrighted works

1 stolen by the Defendants. The Plaintiff asserts and alleges Congress amended the Money
2 Laundering Control Act of 1986 to identify "criminal copyright infringement" as
3 "specified unlawful activity" of which is perpetrated against Stewart by the Defendants.
4 Section §2319(a) specifically proscribes criminal copyright infringement activity
5 contravening 17 USC §506(a), and provides that punishment under this provision "and
6 such penalties shall be in addition to any other provisions of title 17 or any other law."

7
8 3. Gale Anne Hurd, while a public relations specialist and production assistant for
9 Roger Corman of New World Productions, Inc. and later a co-producer, quickly went to
10 attorney James Miller for the purpose of filing Articles of Incorporation for Pacific
11 Western Productions, Inc. in Los Angeles County on May 12, 1981. Amazingly, this is
12 the same day that the script admits that a "Terminator" came to destroy the fictional
13 character that might conceive the child that would lead the revolution against the
14 rebellion by the machines. The script admission for May 12, 1981 states that Gale Anne
15 Hurd started the destruction of Plaintiff Stewart's rights.

16 4. By James Cameron's confession to Tracy Torme and Thomas Cleaver, it could not
17 be denied that Gale Anne Hurd had willfully used parts of "Soldier" and "Demon with a
18 Glass Hand" in the shot sequence that occurred within the first 9 minutes of "Terminator
19 1". It also could not be denied that the written screenplay sought to use the "cat" that was
20 discussed in the last 5 minutes of soldier in the written screenplay to create the same
21 phenomenon of communication in PAu 584-564. These acts are evidence of the careful
22 study and use of three copyrighted stories by Gale Anne Hurd, James Cameron, and
23 Pacific Western Productions Inc. to make false copyright applications that were designed
24 to suppress the names of the true authors – Sophia Stewart and Harlan Ellison. The
25 teleplay and the final film reveals that Gale Anne Hurd and James Cameron were not
26 really authors, rather, they were copying the protected work product of other people and
27 then gave false oaths to the United States Copyright Office in violation of 17 U.S.C. 506
28 (e) of which voids all contractual agreements that were based upon these illegal acts.

5. Gale Anne Hurd was then an employee of New World Productions, Inc. in May of 1981 and she was transitioning to working as a co-producer on “Smokey Bites the Dust” on the creative end of the company for her boss, Roger Corman. That film was released in April of 1981. Corman was the president of New World Pictures, Inc. in May of 1981 and he was also a former story analyst of Twentieth Century Fox. Corman, based upon his relationships with Fox, sometimes received scripts and screen treatments from Twentieth Century Fox that the studio decided not to buy. [Roger Corman, “How I Made a Hundred Movies in Hollywood and Never Lost a Dime” (Da Capa Press 1990), p. 196]

6. Between May 1, 1981 and May 12, 1981, Gale Anne Hurd did not receive a story idea from James Cameron or learn of a “dream” from him. Instead, through a John Doe affiliated with Twentieth Century Fox and a John Doe of New World Pictures, Inc., Gale Anne Hurd got a copy of the “Third Eye” book and script with the same name by Plaintiff Stewart and started Pacific Western Productions, Inc. on May 12, 1981 in California through a Los Angeles attorney named James Miller under C1043898:

“The “liability” (“emphasis added”) of the directors of the corporation for monetary damages shall be eliminated to the fullest extent permissible under California Law.” (Exh. 14.4, Freudian Slip - Smoking Gun, Articles of Incorporation, dated May 12, 1981); (Exhs. 13, 14, 14.1, 14.2, 14.3, 14.4 James R. Miller, Esq. Embezzlement Construct Trust, Articles of Incorporation)

7. The admission by conduct that Hurd, James Cameron, and Pacific Western Productions obtained a copy of Plaintiff’s “Third Eye” came when the film was released on October 26, 1984 and the first minute and 45 seconds read exactly on Plaintiff’s copyrighted May 1, 1981 movie treatment under TXu 117-610, the same one that was given to Susan Merzbach in early May 1, 1981. The Defendants Cameron and Hurd’s use of that subject matter in the film was not a part of the screenplay filed with the Writer’s Guild of America and the Copyright Office is evidence of consciousness of guilt of misappropriation of the story, access, substantial similarity, protective expression, and unauthorized use. (Exhibits T145, Terminator 1 minute 45 seconds

1 “Theft”) entered in as evidence to the Utah Federal Courts on September 25, 2014
2 Rulings by Federal Judges Dee Benson and Evelyn J. Furse. Exhibit Doc 282 & 283
3

4 8. The admission by conduct was assisted by the skillful effort to omit that language
5 from the written screenplay submitted to the United States on February 3, 1984 by
6 Hemdale Film Corporation, Pacific Western Productions, Inc., James Cameron, and Gale
7 Anne Hurd under PAu 584-564. The admission by conduct was assisted again by the
8 skillful omission of that discussion in the written screenplay submitted solely in the
9 name of James Cameron to the Writer’s Guild in July 1982 that hid any contention of
10 authorship in Gale Anne Hurd that may have suggested to Sophia Stewart that her book
11 and script had been misappropriated while in the hands Twentieth Century Fox through
12 Susan Merzbach. (Exhs. 11, 12, “Terminator” Fraudulent Copyright, Pau 584-564),
13 (Exhs. Doc 282 , James Cameron’s handwritten notes “Terminator” 2) (Exh. 1-96, Letter
14 of Access by Kay Harrison reference Susan Merzbach), (Exhs. 1-96, Letter of Access
15 Lora Lee Story Editor)
16

17 9. However, the skillful manipulation was uncovered when it became necessary to
18 release the film with an introduction that made sense as to why there was a post nuclear
19 war fight going on between man and machines. It was at that time that Gale Anne Hurd,
20 James Cameron, Pacific Western Productions, Inc., and Hemdale Film Corporation
21 admitted that its movie also “ripped off” the May 1, 1981 movie treatment formerly
22 submitted to Twentieth Century Fox for review by Sophia Stewart when the first minute
23 and 45 seconds of the film did not match the written screen play that was copyrighted
24 under PAu 584-564; rather, it reads exactly on the May 1, 1981 movie treatment of
25 Sophia Stewart registered as TXu 117-610 as confirmed in the film registration by Gale
26 Anne Hurd and Pacific Western Productions, Inc. with James Cameron and Hemdale
27 Film Corporation under PA 241-495 in the United States Copyright office.
28

1 10. This activity required careful planning including the use of film school archives to
2 study the teleplay and plot lines, which conduct cannot be denied by a person who was
3 weak in training in shot selection for dramatic effect. James Cameron had just been
4 chastised by the producer of "Piranha II: The Spawning" by Ovidio Assonitis for poor
5 shot selection.

6
7 11. Cameron admitted this use and his confession is by conduct in that the shots and
8 characters used in the first 5 minutes were patterned after those used by Harlan Ellison in
9 the "Soldier," which conduct was done apparently due to the inexperience of Cameron
10 in choosing shots to establish the setting for a new story. By this admission by shot
11 selection and content, Cameron admitted by conduct that he and Gale Hurd worked
12 together to pilfer the work product of others to design the "Terminator". Cameron
13 admitted that he used the "Soldier" and "Demon with a Glass Hand" for two reasons.
14 One reason was because he got advice from an industry insider that if he wanted it to be
15 believed that he did not steal from Plaintiff Stewart, he should borrow from a true
16 professional from something that is vintage. They were advised to settle quickly so that
17 it would appear that it was unlikely that the first victim was the source. The second
18 advice that he got was to get the money from the film first and then he could use his
19 earnings to fight off any contentions by the primary copyright victim.

20
21 12. The scheme was put into play and Thomas M. Cleaver of Starlog Magazine and
22 Tracy Torme heard his admission to willful copyright infringement, but they also heard
23 him admit to giving aid and support to two false copyright registrations in violation of 17
24 U.S.C. 506 (e) with Gale Anne Hurd, Pacific Western Productions, Inc., and Hemdale
25 Film Corporation. The laws of the United States are paramount, not the private rules of
26 the Writers Guild of American. Their scheme was to violate federal law with false
27 registrations and then be the first to file a story with the Writers Guild of America in July
28 of 1982. Every screenplay made since July of 1982 by Cameron does not include any

1 written language concerning the first minute and 45 seconds including the one filed with
2 the Register of Copyrights in February of 1984.

3
4 13. At the same time that the script was received, a series of events went into play that
5 caused the "Terminator" to constantly remain outside of a major studio where the
6 misconduct would have been more obvious. The employer of Cameron and Hurd, Roger
7 Corman of New World Pictures, Inc., received an immediate offer to sell the stock of
8 New World Pictures, an independent film company, from three attorneys, Harry Sloan,
9 Larry Kippur, and Larry Thompson. By February of 1983 when the offer was made by
10 Hemdale Film Corporation to finance the movie with Orion Pictures, Inc. serving as the
11 distributor, Corman received \$16.5 million for his stock, but he got to keep his movie
12 portfolio and therefore he did not have to disclose any development work that had been
13 done on new projects. Between February of 1983 and February of 1984, Gale Anne
14 Hurd sought to develop a relationship with James Cameron that was intimate to assure
15 his loyalty to her. They were married so each could not testify against the other.

16
17 14. The confession that Hurd, Cameron, and Pacific Western Productions, Inc. used
18 illegal registrations as a modus operandi to take parts of stories of a third person without
19 their consent of the owner is confirmed against Harlan Ellison. These willful false
20 registrations were criminal acts that support the classification of these acts as
21 racketeering under the RICO statute.

22
23 15. Hemdale Film Corporation, Tencent Pictures, Skydance Media, Paramount
24 Pictures, Warner Bros, Twentieth Centruy Fox, Lightstorm Entertainment, David
25 Ellison, Larry Wachowski, Andy Wachowski and Orion Pictures, Inc. took these illegal
26 acts and classified it as business conduct for which they could own by acts of rebellion
27 against the Copyright Act. Yet, unlike a movie, no agreement is lawful that is based
28 upon a criminal act. An arrangement to trade in illegal copyright registrations that omit
the names of co-authors as a matter of design that is supported by false oaths of

1 ownership of the illegal registrations is a “pattern of racketeering” that cannot be
2 willfully endorsed by Courts of the United States when this misconduct is disclosed in
3 accordance with 18 U.S.C. 2. 3.4.

4
5 16. The willful concealment of these illegal registrations by industry personnel that set
6 up this operation to defy the duty to disclose the true authors is evidence of a strategy to
7 do business by intentionally defying the public policy of the United States and then using
8 false testimony in courts and false oaths in bankruptcy proceedings to contend ownership
9 of that which was never legally purchased. [See 18 U.S.C. 152 (2) and 18 U.S.C. 1621
10 (a)]

11
12 17. As such, there is evidence that Gale Anne Hurd willfully used three distinct
13 elements from three different copyrighted works willfully in the release of the October
14 26, 1984 film called the “Terminator” through Pacific Western Productions, Inc.,
15 Hemdale Film Corporation, and Orion Pictures, Inc., which conduct was an aspect of the
16 modus operandi of the producer and director to do business by illegal activity in
17 violation of 17 U.S.C. 506 (e), 17 U.S.C. 506 (a)(1)(A), 18 U.S.C. 152 (2), and 18
18 U.S.C. 157 (2).

19
20 18. Once the creative participants decide to do business by illegal acts that suppress
21 the names of the true authors, every agreement becomes evidence of a material breach of
22 public policy that no court can knowingly endorse. It is not viable or feasible that
23 persons can choose to commit crimes to do business and then claim that they made
24 agreements that are enforceable. A plan by Gale Anne Hurd, James Cameron, and
25 Pacific Western Productions to implement an illegal business operation that predictably
26 included the use of bankruptcy procedures to “money launder” based upon false oaths in
27 violation of 18 U.S.C. 152 (2) to legitimize illegal contracts, agreements by investors and
28 bankruptcy registrations made so that sales could appear to be done with Court sanction
and is an offense so offensive that the FBI had to be brought in the case in the year 2000

1 to make the statement to Warner Brothers that the introduction of the “Terminator” read
2 on the “Third Eye.” Thereafter, Warner Brothers “deleted” the introduction, and this
3 indictable conduct based upon the illegal registrations associated with PAu 584-564 and
4 PA 241-495 was designed to deceive and defraud Plaintiff Stewart, but later offered \$5
5 Million for the copyrights as a settlement. In 2006, Arnold Schwarzenegger also wanted
6 to buy the copyrights for the “Terminator”.

7
8 19. The FBI in 2000 through the agent John Barrio found that the original introduction
9 of the “Matrix” used Stewart’s previously submitted “Third Eye” submission in the
10 making of the “Matrix.” That film was released in 1999. In the same pattern, Plaintiff
11 Stewart had submitted the May 1, 1981 “Third Eye” screen treatment and book to
12 Twentieth Century Fox, through Producer David Madden, Valarie Redd (Paramount
13 Pictures) and Susan Merzbach, the Vice President of Creative Affairs. When that
14 information was disclosed, Andy and Larry Wachowski were about to do the same thing
15 with the “Third Eye” that had been done by Gale Anne Hurd and James Cameron
16 through Pacific Western Productions, Inc.. When Plaintiff Stewart exposed the pattern of
17 activity to the FBI, and the FBI confirmed the wrongful use of plaintiff’s copyright on
18 the “Third Eye” under TXu 117-610, Warner Brothers, through the Wachowski
19 Brothers, they re-edited the “Matrix” and removed the introduction. This information is
20 described in the New York City FBI reports under 295E Theft Case number: 295-NY-
21 U275271. (Exh. MA, Declaration of Andy Wachowski); (Exh. ML, Declaration of Larry
22 Wachowski); (Exh. MJ, Declaration of John Schulman); (Exh. MT, Declaration of
23 Teresa Wayne)

24
25 20. However, after the FBI disclosed the infringement in the introduction of the
26 “Matrix,” Warner Brothers had that aspect of the film removed that looked just like the
27 introduction of the “Terminator” and read on the “Third Eye” following the complaint of
28 Sophia Stewart. However, when Victor Kubicek and Derek Anderson borrowed \$30
million from Pacificor LLC to pretend to buy the rights of the “Terminator” franchise

1 based upon the same illegal copyright registrations through sham and shell companies T
2 Asset Acquisitions LLC, a subsidiary of Halcyon Holding Group LLC, Warner Brothers
3 then provided that entity \$200 million when it knew from the FBI that the “Terminator”
4 introduction read on the “Third Eye” without the consent of Plaintiff Stewart. (Exhs. 15,
5 16, 17, 18, Andy Wachowski and Larry Wachowski Fraudulent Copyright); (Exh. 20,
6 “The Matrix” cover-page by Larry and Andy Wachowski dated August 23, 1994); (Exh.
7 MJ, Declaration of John Schulman); (Exh. MT, Declaration of Teresa Wayne)

8
9 21. In the background of this sorted situation, Twentieth Century Fox was reported to
10 have offered \$50 million for the rights during the Chapter 11 of Carolco Pictures, Inc. for
11 what it refused to make an offer to Plaintiff Stewart at its inception between May 1, 1981
12 and June 1, 1981.

13
14 22. Yet, it backed off of its offer when questions arose about its relationship to the
15 story line and the history of the “Terminator” franchise. The rights ended up in the
16 hands of Victor Kubicek and Derek Anderson for far less. (Exh. MB, Declaration of
17 Bruce Isaacs); (Exhs. 14.6, 14.7, 14.8, Bruce Isaac Declaration Power of Attorney);
18 (Exhs. 130, 131, Bruce Isaac \$7 million dollar settlement offer)

19
20 23. Each of these separate and distinct acts constituted three distinct violations of 17
21 U.S.C. 506 (e) at the time that the copyright registration was submitted on February 3,
22 1984. The racketeering enterprise willfully violated numerous federal laws in an effort
23 to conceal this “pattern of racketeering” in violation of public policy, and therefore all
24 contracts made regarding these matters should be declared void as against public policy.
25 Each sale has been premised upon a false oath of intellectual property ownership in
26 violation of 17 U.S.C. 506 (e) that was not openly disclosed to the court.

27
28 24. Plaintiff Stewart maintains that her story was taken by illegal means,
commercially exploited by sham and shell companies with illusory agreements without

1 her permission in violation of public policy, and then willfully concealed by industry
2 insiders that learned about the malfeasance at its inception. Susan Merzbach and
3 Michael Medavoy were aware of the misconduct at its inception, but they concealed
4 their knowledge of the unlawful copyright registrations from the United States in
5 violation of 18 U.S.C. 2. 3. 4.

6
7 25. Merzbach then knew that Hemdale Film Corporation, Pacific Western
8 Productions, Inc., Gale Anne Hurd, and James Cameron had given materially false
9 information to the copyright office regarding authorship in violation of 17 U.S.C. 201
10 and 17 U.S.C. 506 (e). Merzbach had a duty from October 26, 1984 not to conceal her
11 knowledge, but was put on a payroll not to report it. Similarly, Kay Harrison of
12 Twentieth Century Fox had the same duty. (Exh. 12.3, Letter of Access by Kay Harrison
13 reference Susan Merzbach), (Exhs. 12.4, Letter of Access Lora Lee Story Editor)

14
15 26. Harlan Ellison in an interview spoke up to protect the public policy of the nation
16 when he disclosed that Pacific Western Productions, Hemdale Film Corporation, and
17 Orion Pictures, Inc. that Hurd and Cameron had willfully given false statements of
18 authorship to the Copyright Office regarding the "Terminator" in violation of 17 U.S.C.
19 506 (e). Ellison proved that the concealment of true authors was the modus operandi of
20 Gale Anne Hurd and James Cameron through Pacific Western Productions, Inc. on the
21 "Terminator" as a modus operandi of their production technique. (Exhibits T145,
22 Terminator 1 minute 45 seconds "Theft,")

23
24 27. While Gale Anne Hurd was the primary known instigator of this malfeasance, she
25 could not and did not act alone in getting access to the "Third Eye" or in making plans to
26 get into a separate sham and shell corporation to theorize a means by which it could be
27 commercially exploited. [Roger Corman, "How I Made a Hundred Movies in
28 Hollywood and Never Lost a Dime" (Da Capa Press 1990), p. 100, 114, and 196]; [FBI
report in case number 295-NY-U275271]

1
2 28. By virtue of the organized “pattern of racketeering” acts that violated public
3 policy and illegally concealed the authorship of Plaintiff Sophia Stewart, she now
4 requests this court to address the question of the offenders of the public policy of the
5 United States under the contentions that agreements could not be reached regarding the
6 “Terminator” without her authorization or consent. Plaintiff Stewart maintains that all
7 deals made without a recognition of her rights was done to willfully suppress her rights
8 and restrain her in her trade and talents, and to show that some industry leaders
9 concealed the malfeasance by illegal means in violation of 18 U.S.C. 2. 3. 4 so that the
10 perpetrators could benefit from their illegal malfeasance and to make certain that
11 Plaintiff Stewart did not collect her just compensation as a gifted writer who in 1981 did
12 not have membership in the Writers Guild of America.

13
14 29. Plaintiff Stewart maintains that the willful understanding of the two offenses
15 against Harlan Ellison was notice to every business entity from October of 1984 that it
16 had a duty to determine who the real authors were before making responsible contracts
17 with these admitted public policy violators.

18
19 30. The organized efforts to conceal the stories “ripped off” from Harlan Ellison and
20 Sophia Stewart cannot be claimed to be a basis for Hemdale Film Corporation to contend
21 that it owned the rights to the “Terminator” or “Matrix “ by a criminal act in a “pattern
22 of racketeering”. That same pattern cannot be said to be a lawful basis for shell and
23 sham companies such as Carolco Pictures, Inc., C2 Partners, Halcyon Holding Group
24 LLC, and Pacificor LLC to maintain that they could be bona fide purchasers through
25 false oaths of ownership when the seller did not have the lawful title to sell that part of
26 the work product that is owned by Harlan Ellison and Sophia Stewart in light of 17
27 U.S.C. 201 and 17 U.S.C. 506 (e). [Jamescamerononline.com]

31. Plaintiff has brought this action to stop the Defendants from “money laundering,” making and selling more than 10 copies of counterfeit derivatives of her work across state lines, and continuing to abuse her rights by the use of “invalid/inoperative copyrights” obtained by concealing material contributions to authorship, false declarations of ownership to the “Terminator” and “Matrix “ franchises by corporations that have made deals with knowledge of the malfeasance with companies and in the Bankruptcy Courts without disclosing that false oaths were made in violation of 18 U.S.C. 152 (2), and further decisions made in another United States Court achieved by false declarations of ownership in violation of 18 U.S.C. 1621 (a). Plaintiff maintains that a legal outcome achieved by a criminal act is void as a matter of law.

32. Plaintiff will show how the “Terminator” and “Matrix “ being one Epic story was made, reproduced and more than 10 counterfeit derivatives of Stewart work was sold across state lines by illegal means such as mail and wire fraud in violation of the RICO Act and strategically done to use the Bankruptcy Courts as the vehicle for “money laundering;” in order to make it look like illegal transfers of criminal fruit could be done and made to seem legitimate. It is a violation of the law of the United States to establish a business plan based upon illegal copyright registrations that were to be enforced through the use of false oaths through the United States Bankruptcy Courts of the United States.

33. Plaintiff Stewart has brought this case because she has been restrained in her trade and talents because of gender and race in violation of her civil rights, as well as, her copyrights were taken illegally and she has been consistently been treated differently by Fox and Warner Bros. in “contract opportunities” with the same subject matter as an gifted writer and woman than White males and women who pretended to have ownership to her story entitled the “Third Eye.” Thus, in an effort to vindicate her rights and the superiority of the laws of the United States regarding story rights, Plaintiff decided to initiate this action.

1
2 34. The on-going and continuous victim of the RICO crimes against the United States
3 has been Plaintiff Sophia Stewart. Each and every Chapter 11 reorganization was made
4 to “money launder” where each owner made a false oath of full ownership of the
5 “Terminator” intellectual property rights in violation of 18 U.S.C. 152 (2) and is an
6 aspect of the “pattern of racketeering,” in contravention to the Counterfeiting Consumer
7 Protection Act of 1996, and Anti-Counterfeiting Amendments Act of 2004.

8
9 35. On informational facts and belief, Gale Anne Hurd started Pacific Western
10 Production on May 12, 1981 while still employed under Roger Corman for “Smokey
11 Bites the Dust.” Another employee of New World Pictures, Inc., James Cameron, turned
12 in a screenplay to the Writers Guild of America West in July 1982 while he was then
13 employed by New World Pictures, Inc. entitled the “Terminator.” James Cameron was
14 employed by New World Pictures, Inc. between January 1, 1981 and at least December
15 31, 1982 in that he worked on the October 1982 release called “Android” with Roger
16 Corman, the executive producer. This confirms that three registrations were made
17 illegally on the “Terminator” (PAu 584-564 and PA 241-495) by Gale Anne Hurd
18 through Pacific Western Productions, Inc. Then, in February of 1983, when it was
19 reported that Roger Corman of New World Pictures, Inc. sold the stock of the company
20 without the films and stories in the amount of \$16.5 million to three attorneys. These
21 admissions by James Cameron proved three acts in violation of 17 U.S.C. 506 (e)
22 between and including February 3, 1984 and December 31, 1984. The clients of these
23 entertainment attorneys and the subject of their representation are not known and cannot
24 be legally ascertained.

25
26 36. Soon thereafter, Hemdale Film Corporation agreed to finance the “Terminator” for
27 \$6.5 million with Gale Anne Hurd, an untested producer, and James Cameron, an
28 untested Director, which conducts all together, was essentially unheard of in movie
making even at that level of budget. This was particularly difficult because Cameron

1 had been described as ineffective as a director by Ovidio Assonitis on “Piranha II: the
2 Spawning” in Italy.

3
4 45. The finished product revealed a work product that was much better than expected
5 from a film making point of view because it appeared that an experienced filmmaker had
6 participated in the design of the project between January of 1982 and July of 1982 when
7 Cameron continued to be employed by New World Pictures. By these facts, it is clear
8 that executives in Twentieth Century Fox concealed their knowledge of the
9 misappropriated “Third Eye” story by Sophia Stewart that was liked by film companies
10 all over Hollywood in 1982 and 1983. The film companies did not want to do the
11 project with an untested producer and director. These combinations of acts led to a story
12 being made that was based upon the “Third Eye” that made \$78 million on a \$6.5 million
13 investment. After this success, Hemdale Film Corporation filed for bankruptcy in order
14 to “money lauder” when lesser stories turned out to be commercial flops in violation of
15 the Money Laundering Act of 1986. Hemdale falsely represented to the Bankruptcy
16 Court that it had the ownership rights to the “Terminator” intellectual property in
17 violation of 18 U.S.C. 152 (2) when it was known around the industry that Gale Anne
18 Hurd and James Cameron had falsified the copyright registrations and did not reveal all
19 co-authors, including Harlan Ellison and Sophia Stewart. In spite of the knowledge and
20 access of Twentieth Century Fox, it did not reveal to law enforcement officials that the
21 introduction of the “Terminator” came from Hurd’s misappropriation of the “Third Eye”
22 that Susan Merzbach read and liked. Thus, the sale of the rights through that bankruptcy
23 case was based upon crimes under 17 U.S.C. 506 (e) and 18 U.S.C. 152 (2) that was
24 made possible by the concealment by Twentieth Century Fox after Harlan Ellison proved
25 the pattern of racketeering as to “Soldier” and “Demon with a Glass Hand” in 1984. The
26 concealment of this malfeasance by Twentieth Century Fox, through Susan Merzbach,
27 was an offense against the United States under 18 U.S.C. 2. 3. 4. (Exhs. 1-96, Terminator
28 Fraudulent Copyright, Pau 584-564), (Exhs. 1-96, James Cameron’s handwritten notes

1 Terminator 2), (Exh. 12.3, Letter of Access Susan Merzbach), (Exhs. 12.4, Letter of
2 Access Lora Lee Story Editor); (Exhs. 13, 14, 14.1, 14.3, 14.4, 14.5, Articles of
3 Incorporation Pacific Western)

4
5 46. The later sales were void as against public policy through other shell and sham
6 companies such as Carolco Pictures Inc. that were undercapitalized and associated with
7 “Terminator 2: Judgment Day” in violation of Anti-Counterfeiting Consumer Protection
8 Act of 1996, Anti-Counterfeiting Amendments Act of 2004, and Money Laundering Act
9 of 1986. Again, a false statement of authorship contributed to the intellectual property in
10 violation of 17 U.S.C. 506 (e) that then led to a false oath of intellectual property
11 ownership of the “Terminator” franchise to the Bankruptcy Court in the Central District
12 of California in violation of 18 U.S.C. 152 (2).

13 47. In 2004, Stewart initiated a court lawsuit before Judge Margret Morrow. Sophia
14 Stewart filed a lawsuit pro-se having entered her “Certified Copyrights” into court record
15 as evidence. Most notably, Stewart's copy written book the “Third Eye” was admitted as
16 “Physical Evidence” of creative authenticity at the beginning of the TRIAL. (“Emphasis
17 Added”) “Stewart's manuscript of “The Third Eye” was registered with the United States
18 Copyright Office on May 1, 1981, which was a 6 page movie treatment that came before
19 Cameron’s 1982 treatment. “Stewart's manuscript of “The Third Eye” was registered
20 with the United States Copyright Office (TXu 117-610) on February 2, 1983.[1]
21 Additional work was registered on February 6, 1984 (TXu-154-281) consisting of a
22 narrative, preface, characters, special effects, Sarah Conner character, creation of the
23 Terminators, introductions, the making of The Third Eye, 8 brief chapters, and
24 illustrations.

25
26 48. The Plaintiff asserts and alleges the pleadings and affidavits submitted to Federal
27 Judge Morrow by Defendants James Cameron and Gale Hurd denied having access or
28 making use of Stewart’s treatment and book. (Exh. JC, Affidavit of James
Cameron);(Exh. GH, Affidavit of Gale Anne Hurd) The Plaintiff asserts and alleges that

Defendants Bruce Isaac on behalf of Cameron and Hurd Defendants infiltrated the Plaintiff legal camp and entered in an incestuous agreement with Stewart's former lawyers to not disclose the first minute and 45 seconds of the Terminator to Judge Morrow, because it proved access, substantial similarity, protective expression, and unauthorized use. The Plaintiff asserts and alleges Defendant Bruce Isaac told Judge Morrow he was afraid of the "transmissions" that are "indictable acts" of his clients and the conduct of all the "counterfeiting" of the Sole Owner's copyrights constituted "indictable acts under **The Anti-Counterfeiting Consumer Protection Act of 1996**, Copyright Felony Act of 1992 expanded 18 USC §2319 to embrace and protect all copyrighted works. (*Smith v. Jackson*, 84 F.3d 1213 (9th Cir. 1996), *Pinkerton v. United States*, 328 U.S. 640 (1946), *Pinkerton Doctrine*, *Money Laundering Control Act of 1986* to identify criminal copyright infringement as "specified unlawful activity." Section §2319(a) specifically proscribes criminal copyright infringement activity contravening 17 USC §506(a) and provides that punishment under this provision "and such penalties shall be in addition to any other provisions of title 17 or any other law."

49. The Plaintiff asserts and alleges that the Defendants Cameron and Hurd did not disclose their unauthorized use of the first minute and 45 seconds from "The Third Eye" to Federal Judge Morrow of which was a strategy an act of deception on a federal official in violation of 18 U.S.C. 152 (2). Then, to make the matter worse, after the FBI had made their view known to Warner Brothers in a dispute regarding the "Matrix," James Cameron, Gale Anne Hurd, Andy Wachowski, and Larry Wachowski gave false affidavits to the United States District Court regarding authorship on April 29, 2005, which false affidavits were further acts in the pattern of racketeering in violation of 18 U.S.C. 1621 (a). By these acts, Plaintiff Stewart has been and continues to be the repeated victim of a RICO enterprise that floats between sham and shell companies that do not own "Terminator" nor "Matrix" intellectual property rights and changes from independent corporation to independent corporation all of which carry and use the "same illegal DVDS and other merchandise for sale" and fraudulent Trademarks – the illegally

1 obtained intellectual property rights of the “Terminator” that were misappropriated from
2 the “Third Eye” by a willful design. (Exhibits T145, Terminator 1 minute 45 seconds
3 “Theft”)

4 50. The same pattern of “money laundering” and “counterfeiting” more than 10 copies
5 of Stewart’s work across state lines continued through Halcyon Holding Group LLC
6 where “Terminator Salvation” was released in May of 2009, made \$172 million over
7 budget, and was in Chapter 11 reorganization by August 17, 2009 before Plaintiff
8 Stewart could assert violations of 17 U.S.C. 506 (e), Anti-Counterfeiting Consumer
9 Protection Act of 1996, Anti-Counterfeiting Amendments Act of 2004, and Money
10 Laundering Act of 1986. Again, a false oath of full ownership was made and Halcyon
11 auctioned rights that it did not fully own to Pacificor on or about February 8, 2010 for
12 \$29.5 million. This pattern of racketeering activity continued with economic support of
13 Warner Brothers of \$200 million when it had learned from the FBI in 2000 that
14 “Terminator 1” had an introduction that read on the introduction of the “Third Eye”
15 dated May 1, 1981 that was registered as a copyright under TXu 117-610 before any
16 “Terminator” movie was written or released.

17
18 51. Everybody that has been affiliated in any way with this misappropriated
19 intellectual property has had great success, except the gifted writer and female USC Film
20 Student that created it – Sophia Stewart.

21
22 52. As it was for Harlan Ellison who was victimized by the same RICO enterprise,
23 plaintiff Sophia Stewart seeks damages, Oscars and a screen credit for her protected
24 intellectual property that was willfully “ripped off” and used by the same pattern of
25 racketeering that was visited upon Harlan Ellison on the same production.

26 JURISDICTION

27 53. Plaintiff invokes the jurisdiction of this Court pursuant to 28 U.S.C. §1331, 1332
28 (a) (2), 1367 (a), 1338, 1334, 1343 (a) (1) and (3) in reference to claims raised under 17

1 U.S.C. 501, 18 U.S.C. 1962, 42 U.S.C. 1981, 42 U.S.C. 1982, 42 U.S.C. 1983, 28 U.S.C.
2 2201 and 2202.

3
4 54. Venue is proper under 28 U.S.C. §1391(b) (2), 28 U.S.C. 1400 (a), 28
5 U.S.C. 1408, 28 U.S.C. 1409 (a), 18 U.S.C. 1965 (a) in that the alleged acts and
6 practices that involve acts of Civil Rights violations involving discrimination, Racketeer
7 Influenced and Corrupt Organizations Act (“RICO”), 18 U.S.C. §§1964 and 1965.
8 violations, and void contracts under state law involve defendants that reside and do
9 business in Los Angeles County of the State of California but cross state lines for
10 business. Venue is proper in this district for any claims based upon void contracts against
11 public policy in that those acts and occurrences depend from the dominant RICO
12 allegations. Crimes “begun in one district and completed in another, or committed in
13 more than one district, may be inquired of and prosecuted in any district in which such
14 offense was begun, continued, or completed.” 18 U.S.C. § 3237(a). *United States v.*
15 *Tucker*, 495 F. Supp. 607, 618 (E.D.N.Y. 1980) The matter in controversy exceeds,
16 exclusive of interest and costs, the sum of \$300,000,000 dollars, with jurisdiction
17 founded on the existence of the state and federal question, civil rights violations, and
18 amount in controversy.

21 **PARTIES**

22
23 55. Plaintiff Sophia Stewart is a citizen and resident of Las Vegas, Nevada.

24
25 56. Defendant James Cameron is a citizen and resident of the County of Los Angeles,
26 California and is doing business in this state and in interstate commerce having
27 distributed and “counterfeited” more than 10 copies of Stewart’s federally protected
28 copyright across the state lines of California.

57. Defendant Gale Anne Hurd is a citizen and resident of the County of Los Angeles, California and is doing business in this state and in interstate commerce having distributed and “counterfeited” more than 10 copies of Stewart’s federally protected copyright across the state lines of California.

58. Defendant Twentieth Century Fox, Inc. had access and is a California Corporation doing business in the County of Los Angeles, California and in interstate commerce in the motion picture business having distributed and “counterfeited” more than 10 copies of Stewart’s federally protected copyright across the state lines of California.

59. Defendant Larry Wachoski, Andy Wachoski d.b.a. as Eons, David Ellison d.b.a. as Skydance Media, are citizens and residents of the County of Los Angeles, California and is doing business in this state and in interstate commerce in the motion picture business are part of the R.I.C.O Enterprises. Tencent Pictures d.b.a. as Tencent Holdings Limited, a Chinese Corporation who will co-finance as a global partner with Skydance Media Terminator 6 Movie produced by James Cameron and David Ellison. Tencent will also handle distribution, marketing and merchandising of the film in China. Paramount Pictures and 20th Century Fox are also co-financing the film. The movie will be distributed domestically by Paramount Pictures and internationally (excluding China)by 20th century Fox (adjudicated facts in Utah Federal Court Case both defendants had access and knowledge but continues felony acts).

60. Pacific Western Productions, Inc, is a California Corporation doing business in the County of Los Angeles, California and in interstate commerce through the distribution of some fraudulently obtained copyright material where the true co-authors of that material was not disclosed to the United States Copyright Office. Furthermore, Pacific Western Productions has distributed and “counterfeited” more than 10 copies of Stewart’s federally protected copyright across the state lines of California.

61. Hemdale Film Corporation, is a California Corporation doing business in the County of Los Angeles, California and in interstate commerce through the distribution of some fraudulently obtained copyright material where the true co-authors of that material was not disclosed to the United States Copyright Office. Furthermore, Pacific Western Productions has distributed and “counterfeited” more than 10 copies of Stewart’s federally protected copyright across the state lines of California.

62. Halcyon Holding Group, LLC is a California Corporation doing business in the County of Los Angeles, California and in interstate commerce through the distribution of some fraudulently obtained copyright material where the true co-authors of that material was not disclosed to the United States Copyright Office associated with the motion picture business. Furthermore, Halcyon Holding Group, LLC has distributed and “counterfeited” more than 10 copies of Stewart’s federally protected copyright across the state lines of California.

63. T Salvation Productions, LLC is a California Limited Liability Company doing business in the County of Los Angeles and in interstate commerce in the motion picture business. Furthermore, T Salvation Productions, LLC has distributed and “counterfeited” more than 10 copies of Stewart’s federally protected copyright across the state lines of California.

64. T Salvation Distributions, LLC is a California Limited Liability Company doing business in the County of Los Angeles and in interstate commerce in the motion picture business. Furthermore, T Salvation Distribution, LLC has distributed and “counterfeited” more than 10 copies of Stewart’s federally protected copyright across the state lines of California.

65. T Asset Acquisition Company, LLC is a Delaware Limited Liability Company doing business in the County of Los Angeles of the State of California and in interstate

1 commerce in the motion picture business. Furthermore, said company, has distributed
2 and “counterfeited” more than 10 copies of Stewart’s federally protected copyright
3 across the state lines of California.

4
5 66. Dominion Group, LLC is a California Limited Liability Company that is doing
6 business in the County of Los Angeles in the State of California and in interstate
7 commerce through its primary members Derek Anderson and Victor Kubicek in the
8 motion picture business. Furthermore, said company, has distributed and “counterfeited”
9 more than 10 copies of Stewart’s federally protected copyright across the state lines of
10 California.

11
12 67. Salvation Distribution, LLC is a California Limited Liability Company that is
13 doing business in the County of Los Angeles in the State of California and in interstate
14 commerce through its primary members Derek Anderson and Victor Kubicek in the
15 motion picture business. Furthermore, said company, has distributed and “counterfeited”
16 more than 10 copies of Stewart’s federally protected copyright across the state lines of
17 California.

18
19 68. Victor Kubicek is a citizen and resident of the County of Los Angeles, California
20 doing business in the movies through at least one under capitalized California
21 Corporation that was found to have defrauded investors. Furthermore, Victor Kubicek
22 has distributed and “counterfeited” more than 10 copies of Stewart’s federally protected
23 copyright across the state lines of California.

24
25 69. Derek Anderson is a citizen and resident of the County of Los Angeles, California
26 doing business in the movies through at least one under capitalized California
27 Corporation that was found to have defrauded investors. Furthermore, Derek Anderson
28 has distributed and “counterfeited” more than 10 copies of Stewart’s federally protected
copyright across the state lines of California.

1
2 70. Defendant Warner Brothers Entertainment Inc. (“Warner Brothers”), upon
3 informational facts and belief, was organized under the laws of the State of Delaware,
4 maintaining its principal office and place of business within the City of Los Angeles,
5 California and provided approximately \$200 million to T Asset Acquisitions LLC for
6 Victor Kubicek and Derek Anderson to promote the production of “Terminator
7 Salvation” between 2007 and 2009 which permitted T Asset Acquisitions LLC and
8 Warner Brothers to release the film on May 21, 2009. Furthermore, said company, has
9 distributed and “counterfeited” more than 10 copies of Stewart’s federally protected
10 copyright across the state lines of California.

11
12 71. Defendant Lightstorm Entertainment is a California Corporation doing business in
13 the County of Los Angeles, California which was founded from the proceeds of
14 fraudulently obtained copyright material entitled “The Third Eye” where the true co-
15 authors of that material was not disclosed to the United States Copyright Office.
16 Furthermore, said company, has distributed and “counterfeited” more than 10 copies of
17 Stewart’s federally protected copyright across the state lines of California.

18
19 72. Valhalla Motion Pictures is a California Corporation doing business in the County
20 of Los Angeles, California which was founded from the proceeds of fraudulently
21 obtained copyright material entitled “The Third Eye” where the true co-authors of that
22 material was not disclosed to the United States Copyright Office.

23
24 73. Andrew George Vajna | Andrew Vajna | Andy Vajna | Andy Vajnac is an
25 Executive for THE HALCYON COMPANY, and located at 9853 Lime Orchard Rd,
26 Beverly Hills, CA 90210 and engages in business in said state, including having
27 distributed more than 10 copies of fraudulently procured copyright material in the state
28 of Utah and Nevada.

74. Mario F. Kassar, are Executive 10281 CHaring Cross, L.A., CA 90024 and engages in business in said state, including having distributed more than 10 copies of fraudulently procured copyright material in the state of Utah and Nevada.

75. Defendant s John Does I through XII are employed at all of the above Defendants companies existing and doing business under the laws of the State of California, and located at and engaging in business in said state, including having distributed more than 10 copies of fraudulently procured copyright material in the state of California.

FIRST CAUSE OF ACTION
Anti-Counterfeiting Consumer Protection Act Of 1996,
Money Laundering Control Act of 1986,
Willful Concealment of Co-Author
From All Copyright Registrations
On “Terminator” and “ Matrix “Movie Copyrights
Should Render them
Void Against Public Policy

76. Plaintiff re-alleges and incorporates each and every allegation contained in all prior paragraphs of this Complaint, “as though they were fully set forth herein in full”:

77. The Plaintiff states a claim against Defendants James Cameron, Gale Anne Hurd, Twentieth Century Fox, Inc., Warner Bros, David Ellison, Skydance Media, Tencent Pictures, Larry Wachoski, Andy wachoski, Paramount Pictures, Lightstorm Entertainment, and RICO Enterprises: Susan Merzbach, Pacific Western Productions, Hemdale Film Corporation, Halcyon Holding Group, T Salvation Productions, T Salvation Distributions, T Asset Acquisition Company, Dominion Group, Salvation Distribution, Victor Kubicek, Derek Anderson, Warner Brothers Entertainment Inc., Lightstorm Entertainment Corporation, Valhalla Motion Pictures, Andrew Vajna, Mario

1 F. Kassar and John Does I through XII for establishing a “pattern of racketeering”
 2 through a fraudulent scheme of “sham and shell” companies that were conceived to
 3 avoid individual tax liability, and were so inadequately funded without “legitimate
 4 ownership” to “Terminator” asset copyrights for the purpose to defraud and “money
 5 launder” proceeds from individuals, financial institutions, and creditors by utilizing the
 6 Bankruptcy Court to illegally transfer said assets and deceive the consuming public into
 7 believing that certain Defendants created the story concept in the “Terminator” film.

8 78. The Plaintiff asserts and alleges said Defendants and RICO Enterprises James
 9 Cameron, Gale Anne Hurd, Twentieth Century Fox, Inc., Pacific Western Productions,
 10 Hemdale Film Corporation, Halcyon Holding Group, T Salvation Productions, T
 11 Salvation Distributions, T Asset Acquisition Company, Dominion Group, Salvation
 12 Distribution, Victor Kubicek, Derek Anderson, Warner Brothers Entertainment Inc.,
 13 Lightstorm Entertainment Corporation, Valhalla Motion Pictures, Andrew Vajna, Mario
 14 F. Kassar and John Does I through XII carried out “transmissions” and “sold” Stewart’s
 15 work via “wire” and “mail fraud” of which are “indictable acts” for distributing and
 16 “counterfeiting” more than 10 copies of her federally protected copyright work worth
 17 more than \$2,500 dollars, within a 180-day period, across the state lines of California for
 18 “commercial distribution” and in different formats including over a publicly-accessible
 19 computer network in violation, and movie theater screens, CDs’ and DVD in violation of
 20 17 U.S.C. § 506(a)(1), **The Anti-Counterfeiting Consumer Protection Act of 1996,**
 21 **Anti-Counterfeiting Amendments Act of 2004, Copyright Felony Act of 1992**
 22 **expanded 18 USC §2319** to embrace and protect all copyrighted works. (Smith v.
 23 Jackson, 84 F.3d 1213 (9th Cir. 1996), Pinkerton v. United States, 328 U.S. 640 (1946),
 24 Pinkerton Doctrine, **Money Laundering Control Act of 1986** to identify criminal
 25 copyright infringement as “specified unlawful activity,” pursuant to Section §2319(a)
 26 which specifically proscribes “criminal copyright infringement” activity contravening 17
 27 USC §506(a) and provides that punishment under this provision “and such penalties shall
 28 be in addition to any other provisions of title 17 or any other law, 18 U.S.C. § 1341
 (1994) – Mail Fraud, 18 U.S.C. § 1343 (1994) – Wire Fraud, 18 U.S.C. § 1344 (1994) -

1 Bank fraud statute, 18 U.S.C. § 1030 (1994 & Supp. 1997) - Computer Fraud, 18 U.S.C.
 2 § 1031 (1994) - Major fraud, "Conspiracy to Defraud by Interference with Government
 3 Functions," prosecuted pursuant to 18 U.S.C. § 371 falls under guideline 2C1.7. See id.
 4 App. a, § 2C1.7, Tax evasion, 26 U.S.C. § 7201 (1994), 18 U.S.C. § 157 (1994),
 5 Marriage fraud, 8 U.S.C. § 1325(c) (1994 & Supp. 1997), 18 U.S.C. § 371 (1994), and
 6 Insurance Fraud.

7
 8 79. Plaintiff Stewart is a victim of this "pattern of racketeering" and seeks
 9 compensation for the "indictable conduct" by the above named Defendants for the
 10 release dates of "**The Terminator**" in violation of The Anti-Counterfeiting Consumer
 11 Protection Act of 1996: USA 26 October 1984, Australia 20 December 1984, South
 12 Korea 22 December 1984, UK 11 January 1985 Spain, 18 January 1985, Italy 25
 13 January 1985, Sweden 8 February 1985, Philippines 9 February 1985 (Davao), Finland
 14 15 February 1985, Netherlands 21 February 1985, Switzerland 27 February 1985,
 15 Switzerland 27 February 1985, West Germany 15 March 1985, Hong Kong 22 March
 16 1985, Norway 28 March 1985, Colombia 10 April 1985, Argentina 18 April 1985,
 17 France 24 April 1985, Japan 4 May 1985, Uruguay 4 July 1985, Turkey January 1988,
 18 Hungary 26 May 1988, Czechoslovakia 1 September 1990, Germany 29 August
 19 1991, UK 16 March 2001. [<http://www.imdb.com/title/tt0088247/releaseinfo>]

20
 21 80. Plaintiff Stewart is a victim of this willful "pattern of racketeering" and seeks
 22 compensation for the "indictable conduct" by the above named Defendants for the
 23 release dates of "**Terminator 2: Judgment Day**," in violation of The Anti-
 24 Counterfeiting Consumer Protection Act of 1996: USA 1 July 1991 (Century City,
 25 California), Canada 3 July 1991, USA 3 July 1991, Hungary 4 July 1991, South Korea
 26 6 July 1991, Brazil August 1991, Hong Kong 1 August 1991, Argentina 8 August
 27 1991, Colombia 16 August 1991, UK 16 August 1991, Japan 24 August 1991, Turkey
 28 September 1991, Philippines 3 September 1991 (Davao), Australia 5 September 1991,
 Uruguay 5 September 1991, Sweden 13 September 1991, Netherlands 27 September

1991, Finland 4 October 1991, France 16 October 1991, Germany 24 October 1991, Austria 25 October 1991, Denmark 8 November 1991, Spain 5 December 1991, Czechoslovakia 6 March 1992, Poland 5 May 1992, China 18 May 2000 (Beijing), Finland 1 August 2003, Finland 14 June 2006 (Midnight Sun Film Festival) (70mm version), Canada 7 February 2010 [<http://www.imdb.com/title/tt0103064/releaseinfo>].

81. Plaintiff Stewart is a victim of this willful “pattern of racketeering” and seeks compensation for the “indictable conduct” by the above named Defendants for the release dates of “**Terminator 3: Rise of the Machines,**” USA 30 June 2003 (Westwood, California) (premiere), Canada 2 July 2003, USA 2 July 2003, Puerto Rico 3 July 2003, Russia 3 July 2003, Colombia 4 July 2003, Kazakhstan 4 July 2003, Japan 5 July 2003 (premiere), Argentina 8 July 2003, Philippines 9 July 2003, Hong Kong 10 July 2003, Malaysia 10 July 2003, Singapore 10 July 2003, Estonia 11 July 2003, Thailand 11 July 2003, Japan 12 July 2003, Kuwait 15 July 2003, Bahrain 16 July 2003, Qatar 16 July 2003, Republic of Macedonia 16 July 2003, United Arab Emirates 16 July 2003, Australia 17 July 2003, Netherlands 17 July 2003 (limited), New Zealand 17 July 2003, Taiwan 17 July 2003, Iceland 18 July 2003, Denmark 23 July 2003, Switzerland 23 July 2003 (French speaking region) Lebanon 24 July 2003, Netherlands 24 July 2003, Peru 24 July 2003, Switzerland 24 July 2003, Bulgaria 25 July 2003, India 25 July 2003, Mexico 25 July 2003, Panama 25 July 2003, Portugal 25 July 2003, South Korea 25 July 2003, Turkey 25 July 2003, Spain 30 July 2003, Sweden 30 July 2003, Germany 31 July 2003, Israel 31 July 2003, Slovenia 31 July 2003, Austria 1 August 2003, Brazil 1 August 2003, Finland 1 August 2003, South Africa 1 August 2003, UK 1 August 2003, Belgium 6 August 2003, France 6 August 2003, Czech Republic 7 August 2003, Slovakia 7 August 2003, Norway 8 August 2003 (premiere), Poland 8 August 2003, Oman 12 August 2003, Malta 13 August 2003, Norway 15 August 2003, Jordan 20 August 2003, Hungary 21 August 2003, Greece 22 August 2003, Lithuania 22 August 2003, Egypt 27 August 2003,

Venezuela 27 August 2003, Italy 19 September 2003, Switzerland 19 September 2003 (Italian). [<http://www.imdb.com/title/tt0181852/releaseinfo>]

82. Plaintiff Stewart is a victim of this willful “pattern of racketeering” and seeks compensation for the “indictable conduct” by the above named Defendants for the release dates of “Terminator 4: Salvation”: USA 14 May 2009 (Hollywood, California) (premiere), Bahrain 21 May 2009, Canada 21 May 2009, Kuwait 21 May 2009, Lebanon 21 May 2009, USA 21 May 2009, South Korea 22 May 2009, Egypt 27 May 2009, Indonesia 27 May 2009, Philippines 27 May 2009, Taiwan 27 May 2009, Hong Kong 28 May 2009, Malaysia 28 May 2009, Singapore 28 May 2009, Thailand 28 May 2009, Netherlands 31 May 2009, Argentina 3 June 2009, Belgium 3 June 2009, Finland 3 June 2009, France 3 June 2009, Greece 3 June 2009 (Athens), Iceland 3 June 2009, Ireland 3 June 2009, Sweden 3 June 2009, Switzerland 3 June 2009, UK 3 June 2009, Australia 4 June 2009, Chile 4 June 2009, Croatia 4 June 2009, Czech Republic 4 June 2009, Denmark 4 June 2009, Georgia 4 June 2009, Germany 4 June 2009, Greece 4 June 2009, Hungary 4 June 2009, Israel 4 June 2009, Kazakhstan 4 June 2009, New Zealand 4 June 2009, Panama 4 June 2009, Peru 4 June 2009, Portugal 4 June 2009, Russia 4 June 2009, Slovakia 4 June 2009, Slovenia 4 June 2009, Switzerland 4 June 2009, Ukraine 4 June 2009, Austria 5 June 2009, Brazil 5 June 2009, Bulgaria 5 June 2009, Colombia 5 June 2009, Ecuador 5 June 2009, Estonia 5 June 2009, Italy 5 June 2009, Japan 5 June 2009, Latvia 5 June 2009, Lithuania 5 June 2009, Norway 5 June 2009, Poland 5 June 2009, Romania 5 June 2009, South Africa 5 June 2009, Spain 5 June 2009, Turkey 5 June 2009, Uruguay 5 June 2009, Venezuela 5 June 2009, China 9 June 2009, Japan 13 June 2009, India 26 June 2009, Mexico 31 July 2009. [<http://www.imdb.com/title/tt0438488/releaseinfo>]

83. Plaintiff Stewart is a victim of this willful “pattern of racketeering” and seeks compensation for the “indictable conduct” by the above named Defendants for the

1 release dates of “Sarah Conner Chronicles”: 31 episodes, January 13, 2008 – April 10,
 2 2009.[<http://www.imdb.com/title/tt0851851/>];
 3 [http://en.wikipedia.org/wiki/Terminator:_The_Sarah_Connor_Chronicles]
 4

5 84. At various times the Defendants James Cameron, Gale Anne Hurd, Twentieth
 6 Century Fox, Inc., Susan Merzbach, Pacific Western Productions, Hemdale Film
 7 Corporation, Halcyon Holding Group, T Salvation Productions, T Salvation
 8 Distributions, T Asset Acquisition Company, Dominion Group, Salvation Distribution,
 9 Victor Kubicek, Derek Anderson, Warner Brothers Entertainment Inc., Andrew Vajna,
 10 Mario F. Kassar and John Does I through XII through the “racketeering enterprise” of
 11 “shell and sham” companies made false oaths of ownership in order to “money launder”
 12 within the California District Bankruptcy Court for the “The Terminator,” “Terminator
 13 2”: Judgment day,” “Terminator 3: Rise of the Machines,” “Terminator 4: Salvation,”
 14 and “Terminator Genisys” , “Terminator 6”, characters Sarah Conner, Terminators, the
 15 “Sarah Conner Chronicles” intellectual property copyrights in violation of **Money**
 16 **Laundering Control Act of 1986**, 17 U.S.C. 506 (e), 18 U.S.C. § 371 of which falls
 17 under guideline 2C1.7. See id. App. a, § 2C1.7. Furthermore, the Defendants willfully
 18 violated numerous federal laws in an effort to conceal this “pattern of racketeering” in
 19 violation of public policy, and therefore all contracts made regarding these matters
 20 should be declared void as against public policy. Each sale by the Defendants within the
 21 Bankruptcy has been premised upon a false oath of intellectual property ownership in
 22 violation of 17 U.S.C. 506 (e) that was not openly disclosed to the court.
 23

24 85. The Plaintiff asserts and alleges all of the above named Defendants amd RICO
 25 Enterprises including Derek Anderson and Victor Kubicek knew or should have known
 26 that they did not legitimately own “The Terminator” intellectual property copyrights as a
 27 proximate result of Harlan Ellison’s name appearing in the “credits” of the “Terminator”
 28 products/films as a “substantial contributing co-author,” and to the present date Cameron
 and Hurd failed to disclose Ellison and Stewart’s name on line 6 of the copyright

1 registration as required by law pursuant to 18 U.S.C. 4, and 17 U.S.C. 106, 17 U.S.C.
 2 §201, **Felony Copyright Infringement** 17 U.S.C. §501, 17 U.S.C. §506 (a)(1)(A), 17
 3 U.S.C. §506(e). The Plaintiff asserts and alleges the Defendants Anderson and Kubicek
 4 "aided and abetted" the commission of a Felony Copyright Infringement by "money
 5 laundering" and "Pump and Dump Fraud," and committed an affirmative act by selling
 6 the fraudulent procured copyrights via an auction on or about February 8, 2010 for \$29.5
 7 million to Pacifcor intended to further the commission of indictable conduct. The
 8 Plaintiff asserts Defendant Pacifcor's affiliative liability is deemed to have committed a
 9 substantive offense even though that entity was not present at the commission of
 10 Cameron and Hurd filing a fraudulent copyright with the U.S. Copyright Office for the
 11 Terminator (PAu 584-564 and PA 241-495) and did not physically consummate it. The
 12 Plaintiff asserts all of the above Defendants carry "contributory and vicarious infringer"
 13 liability, and it is reasonably foreseeable that the primary infringers Gale Anne Hurd and
 14 James Cameron did consummate a conspiratorial agreement with others whose active
 15 commission necessarily invokes the Pinkerton Doctrine. In violation of Pinkerton, the
 16 Plaintiff asserts said Defendants affinitive acts were agreeing that violations of **The**
 17 **Anti-Counterfeiting Consumer Protection Act of 1996, and Money Laundering**
 18 **Control Act of 1986** would be committed; for complicity, the affinitive act can take
 19 various forms as long as it reliably evinces a desire to support the commission of
 20 indictable conduct."

21
 22 86. The Defendants "restrained" Stewart in her "trade and talents," and encroached
 23 upon her exclusive rights of ownership amounting to violations of Felony Copyright
 24 Infringement 17 USC §506, **The Anti-Counterfeiting Consumer Protection Act of**
 25 **1996, Anti-Counterfeiting Amendments Act of 2004, Copyright Felony Act of 1992**
 26 **expanded 18 USC §2319** for: (1) reproduction, (2) preparation and distribution of
 27 derivative works based upon the original copyrighted work through federal mail and /or
 28 wire at the Register of Copyrights, (3) public distribution, (4) public performance of said
 types of works, (5) public display of said types of works, and (6) performance of sound

recordings by means of digital audio transmission. (See 17 U.S.C. § 106(1)-(6); 17 U.S.C. § 101). The Plaintiff asserts and alleges the Defendants were given “Constructive Notice” to cease and desist from committing Felony Copyright Infringement either for (7) commercial advantage or private financial gain, (8) by reproducing, counterfeiting or distributing infringing copies of works with a total retail value of over \$1,000 over a 180-day period, or (9) by distributing a “work being prepared for commercial distribution” by making it available on a publicly-accessible computer network, and movie theater screens, CDs’ and DVD in violation of 17 U.S.C. § 506(a)(1), The Anti-Counterfeiting Consumer Protection Act of 1996, Anti-Counterfeiting Amendments Act of 2004, and Copyright Felony Act of 1992 expanded 18 USC §2319.

87. Defendants Gale Anne Hurd, James Cameron, and RICO Enterprises Pacific Western Productions, Inc., and Hemdale Film Corporation knew between May 1, 1981 and February 2, 1984 that Harlan Ellison was the copyright owner of the stories entitled the “Soldier” that was first aired on the Outer Limits on September 19, 1964 and “Demon with a Glass Hand” that was first aired on October 17, 1964 on The Outer Limits.

88. Nevertheless, Defendants Gale Anne Hurd, James Cameron, Pacific Western Productions, Inc., and Hemdale Film Corporation, now defunct, did not reveal their knowledge of the co-authorship of Harlan Ellison nor Sophia Stewart to the United States Copyright Office when the “Terminator” screenplay was submitted under numbers (PAu 584-564 and PA 241-495) on February 3, 1984 as it was their duty to do under 17 U.S.C. 506 (e).

89. Defendants Gale Anne Hurd, James Cameron, Pacific Western Productions, Inc., and Hemdale Film Corporation knew between May 1, 1981 and February 2, 1984 that Sophia Stewart was the copyright owner of the May 1, 1981 story entitled the “Third Eye” registered under TXu 117-610 regarding a post nuclear war battle between man and

1 machines associated with the end of time with subjects from outer space acting while
2 “naked without shame.” On May 1, 1981, Sophia Stewart completed the screen treatment
3 entitled the “Third Eye” which concept was placed in 2019 after horrible nuclear wars
4 and a spiritual evolution was underway due to conflicts between those who were
5 spiritually based and those that were technologically based, and this conflict led to a war
6 between highly sophisticated machines brought about by highly skilled weapon systems
7 scientists and humans. The war involved the use of interplanetary space travel through
8 an advanced machine that functioned from the planet commanded by Queen Johnny
9 called Spacestar that functions totally through cybernetic ally made machines that
10 functioned through highly sophisticated micro chips. Each is programmed to achieve a
11 particular function connected to warfare. Some are programmed to kill. One planet that
12 engages in warfare with the main character who has been touched by a spiritual
13 happening is Ikahn, a warrior. It is through this conflict that he is forced to take up arms
14 against those on earth that are in pursuit of a spiritual life when he is forced into conflict
15 with the machines that operate without emotion or conscious. The engagement takes
16 place and those with spirit prevail leaving those with the seed of life to go on
17 unencumbered by the highly programmed machines that are almost able to reason so as
18 to conflict with the leadership of man that is grounded in spiritual thought.

19
20 90. In May of 1981, the Plaintiff asserts and alleges subject matter of fact above was
21 in the hands of Susan Merzbach of Fox who spoke with Sophia Stewart about the
22 content in May of 1981.

23
24 91. The Plaintiff asserts and alleges Susan Merzbach had physical possession of the
25 Third Eye in May of 1981 with the consent of Sophia Stewart, but Fox did not have
26 ownership of the story. [A constructive trust is imposed when a defendant has possession
27 of property that in good conscience belongs to another. *Knieniem v. Group Health Plan*
28 *Inc.*, 434 F.3d 1058, 1064 (8th Cir. 2006).]

1 92. James Cameron confessed between October 1, 1984 and December 31, 1984 that
2 he “ripped off a couple of Harlan Ellison stories” to Tracy Torme and Thomas M.
3 Cleaver, a reporter of Starlog Magazine to make the “Terminator,” which admission was
4 admitted to permit the parties to confess to willfully concealing the authorship of
5 someone that had a story that could help them cover-up the more significant crime for
6 concealing the story taken from Plaintiff Sophia Stewart.

7
8 93. When Gale Anne Hurd learned that James Cameron had confessed to the unlawful
9 misconduct to reporters at Starlog magazine, she frantically called the magazine,
10 requested to see Cameron’s confession, and begged to “cover up” Cameron’s truthful
11 statement so that it was not published in the December 1984 edition of the magazine
12 (#89) to officials of the United States and investors.

13
14 94. On information and belief, Roger Corman, the president of New World
15 Productions, Inc., Gale Anne Hurd’s former employer at New World Pictures, Inc. and a
16 former story analyst of Twentieth Century Fox, knew that Hurd had obtained possession
17 of a copy of the “Third Eye” by Sophia Stewart from Twentieth Century Fox between
18 and including May 1, 1981 and May 10, 1981. [Roger Corman, How I made a Hundred
19 Movies in Hollywood and Never Lost a Dime (Da Capa Press 1990), p. 196]

20
21 95. On information and belief, Roger Corman, the president of New World
22 Productions, Inc., recommended and mentored Gale Anne Hurd to commence a separate
23 company to develop what he thought was a commercially viable story into a separate
24 company as soon as possible between May 1, 1981 and May 10, 1981.

25
26 96. On information and belief, Gale Anne Hurd, with the assistance of John Does 1
27 and 2 from Twentieth Century Fox and assistance from John Does 7 and 8 from New
28 World Productions, Inc., Gale Anne Hurd retained attorney James Miller to file articles
of incorporation for Pacific Western Productions, Inc. on May 12, 1981 in the Office of

1 the Secretary of State of California under C1043898. (Exhs. 13, 14, 14.1, 14.3, 14.4,
2 14.5, Articles of Incorporation Pacific Western)

3
4 97. On information and belief, the sole story concept that Gale Anne Hurd had
5 between May 1, 1981 and May 10, 1981 involving a post nuclear war fight between man
6 and machines from another planet in a darkened earth that used naked people without
7 shame through a large mechanized spacecraft to engage the machines was written by
8 Sophia Stewart on May 1, 1981 which was then submitted to Twentieth Century Fox to
9 the Vice President of Creative Affairs for consideration.

10
11 98. On information and belief, Gale Anne Hurd did a search of the Copyright Office
12 before February 3, 1984, knew that Plaintiff Sophia Stewart had a Copyrights
13 registration on the "Third Eye" under TXu 117-610, and knew that Hemdale Film
14 Corporation and Pacific Western Productions, Inc. planned to use the "Third Eye" in the
15 introduction of the "Terminator" Film thereafter in violation of 17 U.S.C. 506 (e), The
16 Anti-Counterfeiting Consumer Protection Act of 1996, Anti-Counterfeiting Amendments
17 Act of 2004, and Copyright Felony Act of 1992 expanded 18 USC §2319.

18
19 99. With this knowledge, Susan Merzbach, Kay Harrison, Gale Anne Hurd, James
20 Cameron, and Roger Corman, still chose to conceal the contribution of Plaintiff Stewart
21 and Harlan Ellison in the registration of the "Terminator" as depicted in PA 241-495
22 after the movie was released on October 26, 1984. [17 U.S.C. 506 (e) and 18 U.S.C. 4]

23
24 100. It was the modus operandi of Gale Anne Hurd, Pacific Western Productions, Inc.,
25 and Hemdale Film Corporation to conceal the names of important co-authors because
26 Hurd had decided to take credit for the writing and directing of others to create a
27 successful first solo film using the ability of James Cameron as the apparent creator,
28 which assertion Hurd knew to be false.

101. The choice by these defendants to conceal the names of Harlan Ellison and Plaintiff Sophia Stewart from the United States Copyright Office proved that Hurd did not have confidence in her creative ability, Cameron's creative ability, and Cameron's directing ability from July 1982 through October of 1984.

103. Plaintiff Stewart therefore requests that the registrations by defendants concerning the "Terminator" described as PAu 584-564, PA 241-495, TX 3-134-386, PA 1-210-058, and PA 1-628-221, all of which are derivative of Plaintiff Stewart's May 1, 1981 "Third Eye" previously registered under TXu 117-610 be declared void against public policy under 28 U.S.C. 2201 and 2202 to prevent these defendants from making the Government of the United States from continuing to be an unwitting agent to these deceptive and willful violations of 17 U.S.C. 506 (e), The Anti-Counterfeiting Consumer Protection Act of 1996, Anti-Counterfeiting Amendments Act of 2004, and Copyright Felony Act of 1992 expanded 18 USC §2319. The United States Customs Service may impose civil fines on any entities such as Warner Brothers and all other Defendants who directs, assists financially or otherwise aids or abets the importation of counterfeit goods. In this case where the court finds that the use of the counterfeit of goods is willful, as a proximate result of Harlan Ellison's name appearing in the credits of the "Terminator" products/films as a "substantial contributing co-author," and to the present date Cameron and Hurd failed to disclose Ellison and Stewart's name on line 6 of the copyright registration reflecting "indictable acts" as required by law a court can award up to \$1,000,000 "per counterfeit per type of goods sold."

SECOND CAUSE OF ACTION

MONOPOLY AND RICO

(18 U.S.C. 1961, 18 U.S.C. §1962 (b), and 18 U.S.C. 1962 (c))

A PATTERN OF RACKETEERING

IN THE MAKING OF THE “TERMINATOR”

104. Plaintiff re-alleges and incorporates each and every allegation contained in all prior paragraphs of this Complaint, “as though they were fully set forth herein in full”:

105. The Plaintiff asserts and alleges the Defendants James Cameron, Gale Anne Hurd, Twentieth Century Fox, Inc., Susan Merzbach, Pacific Western Productions, Hemdale Film Corporation, Halcyon Holding Group, T Salvation Productions, T Salvation Distributions, T Asset Acquisition Company, Dominion Group, Salvation Distribution, Victor Kubicek, Derek Anderson, Warner Brothers Entertainment Inc., Lightstorm Entertainment Corporation, Valhalla Motion Pictures, Andrew Vajna, Mario F. Kassar and John Does I through XII, have committed “Willful **“Infringements”** upon Stewart’s copyright, thus constituting **“Felony Copyright Infringement,”** of which, constitutes **“Racketeering Activity”** that either bullies, retaliates, infringes, steals, embezzles, or harms through an association by a pattern of unlawful actions. The Plaintiff asserts and alleges the Defendants conduct was both the “but for” and proximate cause of concrete financial injury.

106. Pacific Western Productions, Inc. was initiated by Gale Anne Hurd and certain unidentified Media Moguls with Media Companies to create a racketeering vehicle for the enterprise that was established to conceal the authorship of Plaintiff Sophia Stewart and Harlan Ellison and to move the intellectual property rights of this entity without obvious detection for this malfeasance with false copyright registrations and false bankruptcy representations of intellectual property ownership with respect to the “Soldier,” “Demon with a Glass Hand,” and the “Third Eye” through another trade name – “The Terminator.”

107. The pattern of racketeering activity by defendants Gale Anne Hurd, Pacific Western Productions, Inc., James Cameron, and Hemdale Film Corporation included

1 three acts of concealment regarding the authorship of Harlan Ellison and Plaintiff
2 Stewart between and including May 1, 1981 and October 26, 1984 that violated 17
3 U.S.C. 506 (e) as to PA 241-495.

4
5 108. The first act designed to create the racketeering enterprise occurred when Gale
6 Anne Hurd obtained Plaintiff Stewart's script by illegal means between May 1, 1981 and
7 May 10, 1981 and used it to commence Pacific Western Productions, Inc. on May 12,
8 1981 while she was still an employee of New World Pictures, Inc. under Roger
9 Corman's supervision. [Roger Corman, How I Made a Hundred Movies in Hollywood
10 and Never Lost a Dime (Da Capa Press 1990), p. 196.

11
12 109. After October 26, 1984 through November 26, 1984, the defendants described
13 herein willfully violated three copyrights -- "Soldier," "Demon with a Glass Hand," and
14 the "Third Eye."

15
16 110. Between May 1, 1981 and February 10, 1984, the defendants described concealed
17 the true co-authors of the "Terminator" from the copyright registrations dated February
18 3, 1984 identified as PAu-584-564 (screenplay) and February 22, 1985 identified as PA-
19 241-495 (motion picture) in violation of 17 U.S.C. 506 (e) as to three separate prior valid
20 copyright registrations concerning the "Soldier," "Demon with a Glass Hand," and the
21 "Third Eye."

22
23 111. On information and belief, Susan Merzbach of Twentieth Century Fox, and Kay
24 Harrison of Twentieth Century Fox, Roger Corman and John Does VII through XII of
25 New World Productions, Inc., were aware of the registration that related to PA 241-295
26 and did not disclose to United States Copyright Office or other U.S. government officials
27 that Pacific Western Productions, Inc. had designed itself to commercialize the story
28 concepts of Harlan Ellison and Plaintiff Stewart without first obtaining their

1 authorization in the "Terminator" film on October 26, 1984 in violation of 17 U.S.C.
2 506 (e), and 18 U.S.C. 4.

3
4 112. Based upon the above-mentioned pattern of racketeering by defendants
5 orchestrated by Gale Anne Hurd, James Cameron, and Pacific Western Productions, Inc.,
6 false oaths were made to the United States Copyright Office of authorship by persons
7 that willfully omitted the creators Harlan Ellison, and Plaintiff Stewart, in violation of 17
8 U.S.C. 506 (e) as to PA 241-495, TX 3-134-386, PA 1-210-058, and PA 1-628-221.

9
10 113. James Cameron admitted that this conduct was the modus operandi of the listed
11 producer, Gale Anne Hurd, Pacific Western Productions, Inc., and Hemdale Film
12 Corporation when he said, "I ripped off a couple of Harlan Ellison stories" to help make
13 the "Terminator" movie and those acts constituted predicate acts through the pattern of
14 racketeering designed to usurp Plaintiff Stewart of her fair share of the remuneration
15 from the "Terminator" film in violation of 17 U.S.C. 506 (a) (1) (A), 17 U.S.C. 506 (e),
16 and 18 U.S.C. 1962 (c).

17
18 114. As an aspect of the pattern of racketeering, Cameron admitted by that statement
19 that the copyright registration dated February 3, 1984 under PAu 584-564 for the
20 screenplay and the registration for the "Terminator" movie under PA 241-495 willfully
21 violated 17 U.S.C. 506 (e) in that they deceptively concealed the co-authorship of Harlan
22 Ellison and Plaintiff Stewart from the U.S. Copyright Office.

23
24 115. The pattern of racketeering has existed from May 12, 1981 through February of
25 2010.

26
27 116. The conduct described in paragraphs above by the defendants constitutes
28 racketeering within the meaning of 18 U.S.C. 1961 and 18 U.S.C. 1962 (c).

1 117. On information and belief, John Does 1 and 2 of Twentieth Century Fox
2 transferred it to John Does 7 and 8 of New World Pictures, Inc. between May 1, 1981
3 and May 12, 1981 and then it came into the possession of Gale Anne Hurd without the
4 knowledge or consent of Sophia Stewart, the author of the May 1, 1981 screen treatment
5 entitled the "Third Eye." [Roger Corman, How I made a Hundred Movies in Hollywood
6 and never Lost a Dime (Da Capa Press 1990), p. 196.]

7
8 118. On information and belief, having discussed the value of the story concept in May
9 of 1981 with Roger Corman, Gale Anne Hurd decided to make the movie using the skills
10 of other people while she was in a position to ask Corman questions to help achieve the
11 goal.

12
13 119. On information and belief, Hurd and Cameron had the "Third Eye" before they
14 were recommended to check old "Outer Limits" episodes from the film library at the
15 USC film school.

16
17 120. In May of 1981, Gale Anne Hurd was not aware that Roger Corman of New
18 World Pictures, Inc. would entertain an offer from attorneys Harry Sloan, Lawrence
19 Kippur, and Larry Thompson to sell his stock in New World Pictures in mid-1982.

20
21 121. On information and belief, Gale Anne Hurd realized that Harry Sloan, Larry
22 Kuppman, and Larry Thompson were entertainment lawyers that sought to make a deal
23 with Corman almost at the same time that the "Terminator" was registered with the
24 Writers Guild of America.

25
26 122. On information and belief, Gale Anne Hurd and Roger Corman discussed the risk
27 that would exist to the "Terminator" story if he sold his film library with the company,
28 which discussion led Corman to decide not to sell his film library.

1 123. On information and belief, Roger Corman agreed with Sloan, Thompson, and
2 Kippur not to compete with New World Pictures, Inc. for a period of 1 year, further
3 agreed to be a consultant for 2 years, refused to sell his film portfolio, and closed in
4 February of 1983.

5
6 124. On information and belief, the strategy by Gale Anne Hurd, Pacific Western
7 Productions, Inc., and Hemdale Film Corporation to conceal their possession and willful
8 unauthorized use of the “Third Eye” was racketeering under 17 U.S.C. 506 and 18
9 U.S.C. 1962 (c).

10
11 125. On information and belief, the effort to conceal the development of the “Third
12 Eye” Story at New World Pictures was helped by Roger Corman’s decision not to sell
13 his film library with the stock, which permitted the sale to take place without the
14 necessity of an accurate disclosure of the intellectual property that was then in progress.

15
16 126. In July of 1982, James Cameron gave no credit to Gale Anne Hurd for writing any
17 aspect of the “Terminator” that could have connected her to the misappropriation for
18 Plaintiff Sophia Stewart.

19
20 127. On information and belief, Roger Corman contributed to the modification of the
21 May 1, 1981 “Third Eye” story possessed by Gale Anne Hurd either knowingly or
22 unwittingly through budgetary controls, style of presentation, and screenplay dynamics
23 from May 31, 1981 to May 31, 1982.

24
25 128. On information and belief, Gale Anne Hurd and Pacific Western Productions, Inc.
26 concealed the fact that they had willfully used the “Third Eye” in the first minute and 45
27 seconds of the “Terminator” film in violation of Plaintiff Stewart’s exclusive rights
28 described in 17 U.S.C. 201, 17 U.S.C. 106, and 17 U.S.C. 506 (a) (1) (A) in reference to
her TXu 117-610 copyright on and after October 26, 1984.

1
2 129. Gale Anne Hurd, as the primary managerial force of Pacific Western Productions,
3 Inc. set out to terminate the property rights of Plaintiff Stewart, Harlan Ellison, and the
4 marital relationship of James Cameron with Sharon Cameron, all with the objective of
5 taking profits that should have been assigned to others without feeling, regret, or remorse
6 through a pattern of racketeering within the meaning of 18 U.S.C. 1961 that violated 18
7 U.S.C. 1962 (c).

8
9 130. Based upon the above-mentioned “pattern of racketeering” constituting
10 “counterfeiting” by defendants and orchestrated by Gale Anne Hurd, James Cameron,
11 and Pacific Western Productions, Inc., false oaths were made regarding the ownership of
12 the intellectual property of the “Terminator” movie to the United States Bankruptcy
13 Court by Hemdale Film Corporation in or about 1992 in violation of 18 U.S.C. 152 (2)
14 and/or 18 U.S.C. 157 (2) and Carolco Pictures, Inc. in 1997 in violation of 18 U.S.C. 152
15 (2) and/or 18 U.S.C. 157 (2), The Anti-Counterfeiting Consumer Protection Act of 1996,
16 Copyright Felony Act of 1992 expanded 18 USC §2319, Money Laundering Control
17 Act of 1986.

18
19 131. C2 Partners, Mario Kassir and Andrew Vajna, received false representations
20 through Hurd that Hemdale Film Corporation had purchased 50 percent of the
21 “Terminator” rights from Gale Anne Hurd through Pacific Western Productions, Inc. and
22 that James Cameron had sold his percent of Pacific Western Productions to Gale Anne
23 Hurd for \$1.00 in exchange for the right to direct “Terminator 1,” when in fact they
24 could not together have 100 percent of a property that Hurd acquired by confessed illegal
25 means from Plaintiff Stewart through a failed bailment by Twentieth Century Fox.
26 [Roger Corman, “How I Made a Hundred Movies in Hollywood and Never Lost a Dime”
27 (Da Capo Press 1990), p. 196]
28

1 132. On information and belief, because Gale Anne Hurd “ripped off” the “Third Eye,”
2 started Pacific and Western Productions, Inc. on May 12, 1981 with it, got James
3 Cameron to re-write it under supervision without the creator’s consent, claimed that she
4 had contributed something to the venture worth 50 percent of the intellectual property
5 rights, and then illegally compensated Cameron under the minimum wage law, the deal
6 between Pacific Western Productions, Inc and Hemdale Film Corporation was illegal
7 and void.

8
9 133. Gale Anne Hurd then appeared to sell 50 percent of the stock in Pacific Western
10 Productions Inc. to Hemdale Film Corporation without revealing to the company that she
11 had first illegally “ripped off” Plaintiff Stewart and then used that offense to submit a
12 false registration of authorship to the United States Copyright Office as if she worked for
13 hire, when in fact she was essentially taking credit for the work product of James
14 Cameron, Plaintiff Sophia Stewart, and Harlan Ellison.

15
16 134. As these events occurred in defiance of public law, Gale Anne Hurd illegally sold
17 50 percent of the “Terminator” rights to Mario Kassar and Andrew Vajna as C2 Partners
18 for \$8 million in or about 1997 through the bankruptcy court when she did not truly have
19 50 percent to sell in the bankruptcy case of Carolco Pictures, Inc. in violation of The
20 Anti-Counterfeiting Consumer Protection Act of 1996, Copyright Felony Act of 1992
21 expanded 18 USC §2319, Money Laundering Control Act of 1986.

22
23 135. Illusory contracts through “sham and shell” companies by Hurd, Cameron, and
24 Pacific Western Productions, Inc. made in violation of the public laws of 17 U.S.C. 506
25 (e) should have been declared void for being against federal public policy.

26
27 136. C2 Partners, Mario Kassar and Andrew G. Vajna, created illusory contracts
28 through “sham and shell” companies that were under-capitalized and without legitimate

1 “Terminator” assets and pretended to sell what it did not buy from Hurd to Halcyon
2 Holding Group LLC in 2007 for \$25 million.

3
4 137. On August 17, 2009, after Halcyon Holding Group LLC profited from the
5 fictitious use of the “Terminator” rights, made poor business decisions which led it to
6 file for Chapter 11 reorganization which followed the same “pattern of bankruptcy”
7 filings based upon false oaths of ownership of the “Terminator” franchise rights in
8 violation of 18 U.S.C. 152 (2), The Anti-Counterfeiting Consumer Protection Act of
9 1996, Copyright Felony Act of 1992 expanded 18 USC §2319, Money Laundering
10 Control Act of 1986 in the same manner as Hemdale Film Corporation and Carolco
11 Pictures, Inc.

12
13 138. Again, Halcyon Holding Group LLC made the deceptive representation to the
14 Bankruptcy Court that it owned the rights that it could not legally acquire by the
15 aforementioned indictable acts that violated 17 U.S.C. 506 (e), and therefore the
16 assertions of ownership by Halcyon Holding Group LLC to the Bankruptcy Court
17 violated 18 U.S.C. 152 (2) and 18 U.S.C. 157 (2), The Anti-Counterfeiting Consumer
18 Protection Act of 1996, Copyright Felony Act of 1992 expanded 18 USC §2319, Money
19 Laundering Control Act of 1986.

20
21 152. The same false oaths regarding authorship were used by Carolco Pictures, Inc. in
22 its Chapter 11 bankruptcy case that commenced in 1995 in violation of 18 U.S.C. 152
23 (2), 18 U.S.C. 157 (2), and 17 U.S.C. 506 (e) to a U.S. Bankruptcy Court in the Central
24 District of California for the “Terminator” story that is estimated to be valued at
25 \$100,000,000 million dollars.

26
27 153. By these false oaths Hemdale Film Corporation, Pacific Western Productions,
28 Inc., Carolco Pictures, Inc., C2 Pictures, Orion Pictures, T Asset Acquisitions, LLC have
achieved revenue in excess of \$1.4 billion on the story treatment first written by Sophia

1 155. The subject matter described in paragraph 154 is not in the introduction of the
2 "Terminator" film as it is depicted in PA 241-495.

3
4 156. The "Terminator" film released on October 26, 1984 is depicted in PA 241-495
5 ("Terminator" movie) reads on the May 1, 1981 treatment of the "Third Eye" written by
6 Sofia Stewart as described here:

7
8 One of the major research and weapon systems development organizations
9 on Earth was headed by a philosopher-scientist, Ikahan. His organization
10 was instrumental in building the Spacestar, a huge vehicle . . . designed for
11 inter-planetary warfare and space travel. . . . [I]t contained the most secret
12 and highly advanced devices known at that time. The [leaders] commanded
13 Ikahan to use the Spacestar as a vehicle for war against any people who
14 resisted their tyranny. . . . When all of the preparations were completed,
15 the vessel left the orbiting dock where it had been constructed. . . . These
16 orders clearly stated [that the] rebels on board the Spacestar [engage in
17 interplanetary travel] and destroy . . . the consciousness of God from the
18 population on Earth. . . . The Spacestar fights many battles with Earth's
19 fleet, pirates, and experiences space storms. Many are wounded, and others
20 die. . . . Eventually, they are forced to land on the planet Sorr, ruled by
21 Queen Johnny, that is completely operated by Machines powered by energy
22 from the "Black Moons". The light from planet Sorr is such that it
23 encompasses everything in darkness . . . As they stand in the open, the
24 surrounding heavens blaze with fire, lightning, thunderous roars, and other
25 phenomenon. [The director] moves in for a medium close shot of Ikahn
26 who is now standing . . . They are all naked and without shame. Ikahn
27 retired to his quarters for meditation, and received notification from the
28 [leaders] to open his secret orders. These orders clearly specified . . . that
the parties [engage in an] expedition of destruction . . . on Earth [for

1 systematic termination of its future leaders]. [They] descend to Earth . . .
2 [to engage].
3

4 157. Based upon the false oath statements by Gale Anne Hurd, James Cameron,
5 Lightstorm Entertainment, Skydance media, Paramounts pictures, Warner Bros., 20th
6 Century Fox, David Ellison, Andy Wachowski, Larry wachowski Tencent Pictures,
7 Pacific Western Productions, Inc., Hemdale Film Corporation, Carolco Pictures, Inc., C2
8 Partners, Halcyon Holding Group LLC, T Asset Acquisitions LLC, Dominion Group
9 LLC, Mario Kassar, Andrew Vajna, Derek Anderson, Victor Kubicek, and Pacificor
10 LLC to the United States Copyright Office, numerous Bankruptcy Court proceedings,
11 and the United States District Court for the Central District of California in CV 03-2873
12 by the defendants James Cameron, Gale Anne Hurd, Pacific Western Productions, Inc.,
13 and Hemdale Film Corporation, all agreements and submissions should be declared void
14 as against public policy under 17 U.S.C. 506 (e), and 18 U.S.C. 152 (2) from 1984
15 through and including February of 2018.
16

17 158. The first minute and 45 seconds of “Terminator 1” willfully infringed Plaintiff
18 Stewart’s TXu 117-610 copyright from October 26, 1984 and every subsequent time that
19 it was commercially produced through February 2018.
20

21 159. The aforementioned bankruptcy cases from 1995 through August of 2009 have
22 been used to create an air of propriety regarding the next transfer of the “Terminator”
23 franchise, but each bankruptcy case including Hemdale Film Corporation in 1992,
24 Carolco Pictures, Inc. in 1997, and T Asset Acquisitions in August of 2009 were based
25 upon false oaths of sole ownership of the intellectual property rights of the “Terminator”
26 that arose from PAu 584-564 and PA 241-495 through illegal representations of
27 authorship to the U.S Copyright Office, all of which was known by Twentieth Century
28 Fox, through its vice president of Creative Affairs, Susan Merzbach and Kay Harrison,
from October 26, 1984 to the present.

1
2 160. Based upon the allegations contained herein, the illusory agreements made by
3 Gale Anne Hurd, Pacific Western Productions, Inc., Hemdale Film Corporation, Carolco
4 Pictures, Inc., C2 Partners, Halcyon Holding Group LLC, T Asset Acquisitions LLC,
5 Dominion Group LLC, Mario Kassas, Andrew Vajna, Derek Anderson, Victor Kubicek,
6 and Pacificor LLC are void to the extent that they purport to transfer intellectual property
7 rights that were made by the illegal copyright registrations by Hurd, Cameron, Pacific
8 Western Productions, Inc. and Hemdale Film Corporation against the copyright rights of
9 Plaintiff Sophia Stewart and Harlan Ellison at their inception.

10
11 161. The assertions of sole ownership to the “Terminator” and “Matrix” publishing,
12 merchandising, and other exploitative rights asserted by the corporations described in
13 paragraph 159 through 160 was a public offense under 18 U.S.C. 152 (2) and were acts
14 in the pattern of racketeering within the meaning of 18 U.S.C. 1961 that violated 18
15 U.S.C. 1962 (c).

16
17 162. Gale Anne Hurd and James Cameron made the “Terminator” and production
18 decisions based upon the fraudulent conversion of intellectual property owned by
19 Plaintiff Stewart and Harlan Ellison as a means of business planning.

20
21 163. On information and belief, Gale Anne Hurd went to Starlog Magazine to omit
22 Cameron’s admissions that they had “ripped off” Harlan Ellison stories to assist in the
23 directing and placing of the setting of the story described in the “Third Eye” by Harlan
24 Ellison, which admissions Gale Anne Hurd sought to conceal by making threats to
25 Starlog Magazine to remove those confessions recorded by Thomas M. Cleaver and
26 confirmed by Tracey Torme.

27
28 164. By virtue of Cameron’s admission that he went to a film library and searched for
the September 19, 1964 edition of the Outer Limits entitled “Soldier” and the October

1 17, 1964 edition of the Outer Limits entitled “Demon with a Glass Hand” to help him set
2 up the teleplay for the willful unauthorized use of the story described in Plaintiff
3 Stewart’s “Third Eye” as confirmed by the FBI in case number 295-NY-U275271 is an
4 admission by conduct that Cameron, Hurd, and Pacific Western Productions, Inc.
5 established a RICO enterprise to function by unlawful means to commercially exploit
6 Plaintiff’s copyright described as TXu 117-610.

7
8 165. Warner Brothers stood by two men, Victor Kubicek and Derek Anderson, known
9 to undercapitalize business ventures in the entertainment industry who borrowed \$30
10 million from Pacificor LLC to unlawfully acquire the illusory “Terminator” franchise
11 from C2 Partners, Mario Kassar and Andrew Vajna. Then plan was for Halcyon Holding
12 Group LLC to be operated by Victor Kubicek and Derek Anderson in concert with
13 Moritz Borman. This outcome was achieved when Warner Brothers provided \$200
14 million in financing to T Asset Acquisitions LLC, a subsidiary of Halcyon Holding
15 Group LLC in or about 2007 to make “Terminator Salvation” that was released on May
16 21, 2009 even though Warner Brothers was aware of the fact that the intellectual
17 property rights were illegally acquired from Plaintiff Sophia Stewart at least as early as
18 October 26, 1984.

19
20 166. Notwithstanding the knowledge held by Twentieth Century Fox through Susan
21 Merzbach and Kay Harrison from May 1, 1981 and June 1, 1981 that the “Third Eye”
22 belonged to Sophia Stewart, the original plan of reorganization under Chapter 11 for
23 Carolco Pictures, Inc. in 1995 in the United States Bankruptcy Court for the Central
24 District of California stated that Twentieth Century Fox would provide \$50 million for
25 the rights to the illusory “Terminator” franchise rights, which contention was evidence of
26 complicity between Mario Kassar of Carolco Pictures, Inc. and high level executives of
27 Twentieth Century Fox.

1 167. Yet, in spite of these admissions by the Twentieth Century Fox and Warner
2 Brothers that they recognized the highly valuable branch of the story line that led to \$1.4
3 billion in revenue, no person affiliated with Twentieth Century Fox or Warner Brothers
4 ever elected to recognize the tremendous value of Sophia Stewart's copyright on the
5 subject matter of her May 1, 1981 screen treatment that was written and registered before
6 anything was done by James Cameron, Gale Anne Hurd, and Pacific Western
7 Productions Inc., which facts are subject to verification by Susan Merzbach of Twentieth
8 Century Fox.

9
10 168. Due to the collective "pattern of racketeering" through multiple "sham and shell"
11 under-capitalized corporations described by Moritz Borman about Dominion Group,
12 LLC, the parent company to Halcyon Holding Group LLC, the parent company to T
13 Asset Acquisition Company LLC, all of which were essentially owned, controlled, and
14 undercapitalized by Derek Anderson and Victor Kubicek as described in the Superior
15 Court of the County of Los Angeles in case number SC102043, Plaintiff Sophia Stewart
16 was again victimized of "counterfeiting" by the illusory transfers by entities that sought
17 to sell what they did not own in that Gale Anne Hurd and James Cameron intentionally
18 used Pacific Western Productions Inc. to violate 17 U.S.C. 506 (e) to get control over the
19 "Third Eye" by illegal means from February 3, 1984 and then illegally transferred rights
20 that they did not own by false pretenses including through false assertions of ownership
21 in the U.S. Bankruptcy Court in the Central District of California.

22
23 169. Because Gale Anne Hurd, James Cameron, and Pacific Western Productions, Inc.
24 did these acts of misconduct as described above in violation of 17 U.S.C. 506 (a)(1)(A)
25 and 17 U.S.C. 506 (e) in 1984 on at least two occasions, and then deceived Hemdale
26 Film Corporation to continue to make false oaths in violation of 18 U.S.C. 152 (2) and
27 18 U.S.C. 157 to the U.S. Bankruptcy Court regarding its illusory ownership interest,
28 then persuaded Mario Kassar and Andrew Vajna to transfer the illusory properties to
Halcyon Holding Group LLC by the same false pretense that Hurd, James Cameron, and

1 Stewart without her remuneration or consent, which conduct were acts of racketeering.

2 http://en.wikipedia.org/wiki/The_Terminator;

3 http://en.wikipedia.org/wiki/Terminator_2:_Judgment_Day,

4 http://en.wikipedia.org/wiki/Terminator_3:_Rise_of_the_Machines,

5 http://en.wikipedia.org/wiki/Terminator_Salvation

6
7 154. The screen play that was supposedly written for the U.S. Copyright Office by
8 Cameron and Hurd for Pacific Western Productions, Inc. stated in pertinent part:

9
10 Spray can hieroglyphics. A Los Angeles public school in a
11 blue-collar neighborhood. Angle between school buildings,
12 where a trash dumpster Looms in a low angle. A cat crosses
13 frame. Close on CAT, which freezes, alert, sensing something.
14 Just beyond perception. [Harlan Ellison's "Soldier"] A source
15 less wind rises, and with it a keening WHINE. Papers blow
16 across the pavement The cat YOWLS and hides under the
17 dumpster. Windows rattle in their frames. The WHINE
18 intensifies, accompanied now by a wash of Frigid purple light.
19 A concussion like a thunderclap Right overhead blows in all
20 the windows facing the yard. C.U. – CAT, its eyes are wide as
21 the glare dies. 1A/FX Angle – Dumpster – 1A/FX Electrical
22 discharges are from the dumpster to a water Faucet and climb a
23 drainpipe like a Jacob's ladder. 2 EXT. School yard – Night –
24 Slow Pan as the sound of stray electrical crackling subsides.
25 Frame comes to rest on the figure of a naked man kneeling,
26 faced away, in the previously empty yard. He stands slowly.
27 This man is in his late thirties, tall and powerfully built moving
28 with grace and precision. He is the "TERMINATOR".

1 Pacific Western Productions, Inc. could legally transfer illegal outcomes that defied 17
2 U.S.C. 506 (e) notwithstanding their admissions to Harlan Ellison, each and every
3 transfer of the fictitious and illusory assertion of ownership were through similar acts of
4 deception and fraud on investors including Pacificor LLC to obtain \$30 million to
5 acquire the “Terminator” franchise rights by Kubicek and Anderson were further acts of
6 fraud in the RICO enterprise in the pattern of racketeering by mail and wire fraud in
7 violation of 18 U.S.C. 1341 and 18 U.S.C. 1343 in and about 2007.

8
9 170. The \$30 million that was obtained by Victor Kubicek and Derek Anderson from
10 Pacificor LLC to finance “Terminator Salvation” was achieved by false representations
11 of ownership by Mario Kassir and Andrew Vajna through C2 Partners to Halcyon
12 Holding Group LLC in violation of 18 U.S.C. 1341 and 18 U.S.C. 1343, which false
13 representations through means of interstate commerce were the result of prior illegal
14 copyright registrations by Hurd, Cameron, and Pacific Western Productions, Inc. that
15 willfully violated 17 U.S.C. 506 (e) as to both PA 241-495 and PAu 584-564 in 1984 as
16 was admitted by Cameron to Thomas M. Cleaver, Tracy Torme, Starlog Magazine, and
17 Harlan Ellison.

18
19 171. The RICO enterprise that first formed as Pacific Western Productions, Inc. was
20 replaced by numerous undercapitalized corporations, all of which including Halcyon
21 Holding Group LLC have used fictitious intellectual property rights that were owned in
22 part by Plaintiff Sophia Stewart, and this pattern of racketeering has continued through
23 repeated offenses of 17 U.S.C. 506 (e), 17 U.S.C. 506 (a)(1)(A), 18 U.S.C. 1341, 18
24 U.S.C. 1343, 18 U.S.C. 152 (2), 18 U.S.C. 157 (2), and 18 U.S.C. 1621 (a), all of which
25 violated 18 U.S.C. 1962 (c) by the fictitious sale of the “Terminator” franchise rights
26 through at least three acts of wire and mail fraud in interstate commerce between and
27 including 2007 and February 8, 2018.

172. By the aforementioned acts, Plaintiff Stewart was the subject of strategic and repeated under-capitalized corporate trickery through multiple violations of 17 U.S.C. 506 (e), 17 U.S.C. 506 (a)(1)(A), 18 U.S.C. 1341, 18 U.S.C. 1343, 18 U.S.C. 152 (2), 18 U.S.C. 157 (2), and 18 U.S.C. 1621 (a), all of which racketeering was designed to block Plaintiff Stewart as a women from receiving her fair share of the \$1.4 billion in revenue that has been made on her May 1, 1981 screen treatment entitled the "Third Eye" that is protected by TXu 117-610.

173. The corporate participants in this pattern of racketeering that were aware of the malfeasance of Hurd, Cameron, and Pacific Western Productions included Twentieth Century Fox, but it never reported its knowledge of the illegal copyright registrations through Susan Merzbach and Kay Harrison since October 26, 1984 in accordance with its duty to do so under 18 U.S.C. 4.

174. Every entity that got close to the "Third Eye" had amazing outcomes:

- a) Roger Corman - \$16.5 Million;
- b) Gale Anne Hurd – in excess of \$8 million;
- c) Pacific Western Productions – (unknown);
- d) Hemdale Film Corporation - - \$72 million;
- e) Carolco Pictures, Inc. -- \$400 million;
- f) C2 Partners (Intermedia) - \$233 million;
- g) Halcyon Holding Group LLC - \$172 million;
- h) James Cameron – unknown; and

175. James Cameron was employed by New World Pictures, Inc. between January 1, 1981 and at least December 31, 1982 in that he worked on the October 1982 release called "Android" with Roger Corman, the executive producer.

1 176. At all times while James Cameron worked on the first draft of the “Terminator”
2 that was filed with the Writer’s Guild of America, he was the employee of New World
3 Pictures, Inc. through July of 1982.

4
5 177. The only entity therefore that should have been able to claim that James Cameron
6 did an act as an employee for hire based upon that story was New World Pictures, Inc.
7 since Cameron was its employee through the close of December of 1982.

8
9 178. Yet, Cameron labeled the July 1982 First Draft of the “Terminator” that was
10 registered with the Writers Guild of America as a writing done totally by him for Pacific
11 Western Productions, Inc. without any credit to Roger Corman even though he was then
12 admittedly employed by New World Pictures, Inc. and employed as design consultant on
13 the “Android.”

14
15 179. On information and belief, James Cameron, by that indictable action, admitted
16 part of the pattern of racketeering by the script language about the “cat” from “Soldier,”
17 but withheld and concealed that part of the misconduct that involved his abuse of the
18 rights of Plaintiff Sophia Stewart that were identified in the first minute and 45 seconds
19 of “Terminator 1” as depicted in the film filed under PA 241-495.

20
21 180. Gale Anne Hurd and Pacific Western Productions, Inc. deceived numerous
22 businesses and entities into investing into the “Terminator” franchise by falsifying the
23 original copyright application regarding authorship with Hemdale Film Corporation.

24
25 181. Defendant Hurd, Pacific Western Productions, Inc., and her fellow defendants in
26 the motion picture industry RICO enterprise defiantly breached and rebelled against the
27 following laws to carry out the on going pattern of racketeering: 17 U.S.C. 506 (a) (1)
28 (A), 17 U.S.C. 506 (e), 18 U.S.C. 152 (2), 18 U.S.C. 157 (2), 18 U.S.C. 1621 (a), and 18
U.S.C. 1962 (c).

1
2 182. Gale Anne Hurd, by paying Cameron only \$1.00 for a script that he claimed that
3 he wrote for Pacific Western Productions after February of 1982 for 50 percent of the
4 story rights that she claimed were then worth \$1.00 to permit Cameron to Direct was a
5 farce designed to subvert the minimum wage and scale for the writers in the Writers
6 Guild of America. [Roger Corman, How I Made a Hundred Movies in Hollywood and
7 Never Lost a Dime (Da Capa Press 1990), p. 196]

8
9 183. At the same time that Gale Anne Hurd made this legally inoperative arrangement
10 with Cameron, she involved herself in an intimate relationship with James Cameron to
11 the detriment of his then existing marriage with Sharon Cameron in 1982, which conduct
12 is an admission by conduct that she did not respect required boundaries of business and
13 social society in order to gain an unfair advantage in the business value of the “Third
14 Eye” that she knowingly used to create the “Terminator” through Pacific Western
15 Productions Inc. to usurp the commercial advantage that should have been assigned to
16 Plaintiff Stewart under the laws of the United States.

17
18 184. On information and belief, James Cameron filed a false affidavit under oath on the
19 Motion for Summary Judgment to the United States District Court for the Central
20 District of North Carolina on or about April 29, 2005 and declared that he: (1) conceived
21 the story idea alone in February of 1982; (2) pitched the idea to Hurd in March or April
22 of 1982; (3) obtained Hurd’s interest in producing the idea; (4) completed a treatment in
23 July of 1982 and registered it with the Writers Guild of America; which assertions of
24 authorship were false within the meaning of 18 U.S.C. 1621.

25
26 185. These same statements were presented to a federal judge in the United States
27 District Court for the Central District of California in case number CV 03-2873 MMM
28 on or about April 29, 2005.

186. By Cameron's admissions in the dispute against Hemdale Film Corporation and Orion Pictures Inc. for the "ripped off" work of Harlan Ellison reflects a modus operandi to pilfer the work product of other writers with copyrights and was "willfully" omitted from his April 29, 2005 Affidavit to the United States District Court of the Central District of California in violation of 18 U.S.C. 1621, which material omission illegally deceived the assigned United States District Court Judge and earlier deceived the United States Copyright Office on February 3, 1984 in violation of 17 U.S.C. 506 (e), which conduct was another "indictable act" in the pattern of racketeering by Hurd, Cameron, and Pacific Western Productions, Inc. within the meaning of 18 U.S.C. 1961, 18 U.S.C. 1621 (a), and 18 U.S.C. 1962 (c) that began in May of 1981.

187. Cameron's affidavit to the United States District Court for the Central District of California in case number CV 03-2873 MMM dated April 29, 2005 was a materially false statement of authorship via an affidavit in violation of 18 U.S.C. 1621 (a) that was based upon a prior materially false copyright registration that did not disclose that Harlan Ellison and Sophia Stewart were co-authors of the "Terminator" in violation of 17 U.S.C. 506 (e); in order to cover up the complete strategy of making the "Terminator" film with the copyrighted work of others as the primary elements of its production.

188. Before Starlog Magazine could publish the truthful statement made by James Cameron, Gale Anne Hurd sent a legal demand to the magazine to review the article before it was published; and by that action, she took steps to "conceal" Cameron's admission of the misconduct in accordance with the public policy of the United States described in 18 U.S.C. 4.

189. Gale Anne Hurd, on information and belief, consulted Roger Corman regarding the "Third Eye" and was advised that the writer was not a member of the Writers Guild of America West and therefore New World Pictures, Inc., a signatory, would not consider her submission.

1
2 190. On information and belief, Gale Anne Hurd then took the copy of the “Third Eye”
3 while James Cameron was still in Italy working on “Piranha II: the Spawning” and then
4 registered articles of incorporation for Pacific Western Productions, Inc. on May 12,
5 1981 under C1043898 through Carmelle M. Gray and M. Forg Eu of the Office of the
6 Secretary of State through attorney James R. Miller, then of 2029 Century Park East,
7 Suite 2500, Los Angeles, California.

8
9 191. On information and belief, Cameron, by his admission, tried to stop the conspiracy
10 to conceal the unlawful misconduct that he was engaged in with Gale Anne Hurd and
11 Pacific Western Productions, Inc. in 1984 after he noticed that Hurd had duped him out
12 of his interest in the work product for playing the role of the writer of the “Terminator.”

13
14 192. On information and belief, Cameron intentionally used aspects of “Soldier” and
15 “Demon with a Glass Hand” in an effort to protect himself from being accused of a far
16 greater wrong, an allegation of theft from an unknown student writer, then Plaintiff
17 Sophia Stewart of the USC Film School.

18
19 193. On information and belief, the best protection from an allegation from Plaintiff
20 Stewart was to actively construct part of the teleplay from a well-respected writer,
21 Harlan Ellison, who would elevate the perspective of a quality screenplay and provide
22 the appearance of a defense of the real malfeasance, the willful unauthorized use of a
23 story created by a student writer that did not then have the units to become a member of
24 the Writers Guild of America West.

25
26 194. On information and belief, this malfeasance was done on purpose to deter Plaintiff
27 Sophia Stewart from believing that the malfeasance came from the “Third Eye,” but
28 from Harlan Ellison and the Outer Limits.

1 195. On information and belief, while James Cameron was fully employed by Roger
2 Corman of New World Pictures Inc. in early to mid-1982, he then submitted the first
3 draft of the "Terminator" to the Writers Guild of America West surprisingly in the name
4 of Pacific Western Productions, Inc.

5
6 196. On information and belief, Roger Corman of New World Pictures Inc. mentored
7 James Cameron regarding his efforts between February of 1982 and July of 1982.

8
9 197. Between February of 1982 and July of 1982, Cameron went to the USC Film
10 School and reviewed and copied Harlan Ellison's "Soldier" and "Demon with a Glass
11 Hand" as to the teleplay in an effort to create an alibi as to how he did not use the "Third
12 Eye" by intentionally using portions of Harlan Ellison's work product.

13
14 198. The idea of using Harlan Ellison's 1964 episodes from the Outer Limits did not
15 come first from Cameron or Hurd, it came from another New World Pictures, Inc.
16 employee described here as John Doe number 7.

17
18 199. Before "Terminator 1" was made, the following executives knew that the
19 introduction that was filed with the Writers Guild of America and that disclosed in the
20 copyright registration for the film was not used, including Susan Merzbach of Twentieth
21 Century Fox, Gale Anne Hurd of Pacific Western Productions, Inc., Barry Plumley of
22 Hemdale Film Corporation, Barbara Boyle, Senior Vice President of Orion Pictures,
23 Inc., Mike Medavoy, Vice President of Productions, and John Daly, a co-founder of
24 Hemdale Film Corporation.

25
26 200. Derek Anderson, Victor Kubicek, Warner Brothers, Halcyon Holding Group LLC,
27 T Asset Acquisitions LLC, T Salvation Productions, LLC, T Salvation Distribution LLC,
28 T Salvation Distribution (BVI), LTD, Halcyon Company, Halcyon Consumer Products,
LLC, and Dominion Group, LLC knew from the FBI, Harlan Ellison, Plaintiff Sophia

1 Stewart, and James Cameron that C2 Partners through Mario Kassar and Andrew G.
2 Vajna could not lawfully sell 100 percent of the “Terminator” production,
3 merchandising, interactive, software, and other exploitative media rights because of the
4 prior and superior story rights of Plaintiff Stewart disclosed in TXu 117-610.

5
6 201. According to Barbara Boyle, Vice President of Orion Pictures, Inc., John Daly, the
7 co-founder of Hemdale Film Corporation, Susan Merzbach of Twentieth Century Fox,
8 Mike Medavoy, vice president of productions of Orion Pictures, Inc., and Barry Plumley
9 of Hemdale Film Corporation, the story depicted in the “Terminator” film that was based
10 upon the “Third Eye” was commercially feasible in 1984.

11
12 202. According to Moritz Borman, Derek Anderson, Victor Kubicek, Warner Brothers,
13 Twentieth Century Fox, T-Salvation Productions, LLC, T Salvation Distribution LLC, T
14 Asset Acquisition Company, LLC, T Salvation Distribution (BVI), LTD., Halcyon
15 Holding Group LLC, and Dominion Group LLC, the story concept that formed the basis
16 on “Terminator 1” was highly valuable and therefore they collectively made a significant
17 effort to obtain the so-called “Terminator” franchise, but they ignored their responsibility
18 to ascertain how it was that the FBI had informed Warner Brothers in 2000 that the so-
19 called franchise was based upon the prior registration of the “Third Eye” by Sophia
20 Stewart in 2000 before they collectively invested about \$200 million, mostly from
21 Warner Brothers, in 2007 to bring forth “Terminator Salvation” in May of 2009. [New
22 York City FBI -- 295-NY-U275271]

23
24 203. After Plaintiff Stewart notified James Cameron and Gale Anne Hurd that they had
25 violated her rights under 17 U.S.C. 201 through the deceptive assertion of full authorship
26 to the “Terminator” franchise, they along with Bruce Isaac and David Boren took steps
27 to wrongfully retaliate against her for reporting their misconduct to them as to the first
28 minute and 45 seconds of the film, which the indictable conduct was illegal under 18
U.S.C. 1513 (e) (2), 18 U.S.C. 241, 18 U.S.C. 1621, 18 USC §242 – Deprivation of civil

rights under the color of law, 18 USC §1505 – Obstruction of proceedings before a judiciary, U.S. v. Cross, 128 F.3d 145 (3rd Cir. 1997), and Dennis v. Sparks, 449 U.S. 24 (1980), and a further extortion act in accordance with the “pattern of racketeering” in or about 2007:

BRUCE ISAAC:

“I would like to set a judgment debtor examination regarding your financial condition so that we can collect the \$305,000 YOU OWN MY CLIENTS.” (Exhs. 14.11, Bruce Isaac Extortion Request...); (Exh. 21, 22 Bruce Isaac Extortion Liens for \$305,235.62); (Exh. 22.11, Katherine Chilton Extortion Letter dated July 25, 2007)

204. In spite of the fact that there was a “genuine issue of material fact” as to James Cameron, Gale Anne Hurd, and Pacific Western Productions, Inc. “ripping off” the “Third Eye” through disclosed and undisclosed John Does 1 through 6 of Twentieth Century Fox and disclosed and undisclosed John Does 7 through 12 of New World Pictures, Inc. from Plaintiff Stewart using the same modus operandi as they had used against Harlan Ellison, Plaintiff Stewart was entitled to a decision that denied defendant’s Motion for Summary Judgment in that the disputed facts of substantial similarity,” and infringements of “protective expression were generally known through public reports in the media about the making of the “Terminator”.

205. The federal court did not permit Plaintiff Stewart to have a trial on the genuine disputed facts described hereinabove because defendants James Cameron and Gale Anne Hurd gave intentionally false statement about their creative authorship, but omitted how they willfully studied and copied “Soldier” and “Demon with a Glass Hand” in making he “Terminator” as they admitted it to Harlan Ellison, Tracy Torme, Thomas M. Cleaver, and Starlog Magazine in violation of 18 U.S.C. 1621.

1 206. On information and belief, other industry executives that opined that the
2 "Terminator" Story alone, which was based upon the "Third Eye" by Sophia Stewart,
3 was commercially feasible were Barry Plumley, an executive of Hemdale Film
4 Corporation, Mike Medavoy, an executive with Orion Pictures Inc., John Daley, a co-
5 founder of Hemdale Film Corporation, Roger Corman, CEO of New World Pictures,
6 Inc., and Susan Merzbach, the vice president of Creative Affairs of Twentieth Century
7 Fox between and including May 1, 1981 and February 3, 1984.

8
9 207. "The Terminator" story, based upon a number 1 box office rating three weeks in a
10 row, produced \$78 million in revenue world wide on a cost basis of \$6.5 million, making
11 "Terminator 1" the film that had the highest rate of return on investment of all of the film
12 series.

13
14 208. After Twentieth Century Fox did not make the required report of this malfeasance
15 that its executive recognized in violation of 18 U.S.C. 4 in light of the obvious false
16 copyright registration in violation of 17 U.S.C. 506 (e), Twentieth Century Fox
17 participated in negotiations to buy the rights of what it knew were unlawful intellectual
18 property rights during the Carolco Pictures, Inc. Chapter 11 for \$50 million.

19
20 209. After Harlan Ellison disclosed the modus operandi to Hemdale Film Corporation,
21 all industry executives were aware that James Cameron, Gale Anne Hurd, and Pacific
22 Western Productions, Inc. had used illegal means to craft and author the "Terminator" in
23 1985.

24
25 210. The RICO enterprise offenses have included 17 U.S.C. 506 (e) (false
26 registrations), 17 U.S.C. 506 (a) (1) (A) (willful infringement), 18 U.S.C. 152 (2) (false
27 oaths to the Bankruptcy Court), 18 U.S.C. 1621 (a) (false affidavits to the U.S. District
28 Court regarding sole authorship), 18 U.S.C. 1341 (mail fraud by false submissions to the
U.S. Bankruptcy Court), 18 U.S.C. 1343 (false representations regarding ownership to

solicit offers to buy intellectual property that the sellers did not wholly own in reference to the U.S. Bankruptcy Court), all of which offenses were used to deprive one true co-author of her screen credit and remuneration on \$1.4 billion in sales in violation of 18 U.S.C. 1962 (c) and (d) and 18 U.S.C. 1964 (a) and (c), which damages to plaintiff when trebled are in excess of \$30 million.

**THIRD CAUSE OF ACTION
DEFENDANTS' EFFORTS TO MAKE
CONTRACTS REGARDING COPYRIGHTED
INFORMATION THAT THEY DID NOT
OWN UNDER 17 U.S.C. 201 AND 106
ARE VOID AND AGAINST PUBLIC POLICY
UNDER 17 U.S.C. 506 (e)**

211. Plaintiff re-alleges and incorporates each and every allegation contained in all prior paragraphs of this Complaint, "as though they were fully set forth herein in full":

212. Defendants Gale Anne Hurd, James Cameron, Pacific Western Productions, Inc., Hemdale Film Corporation, Cinema '84, Lightstorm Entertainment, Intermedia/IMF Production, C2 Pictures, Mostow/Lieberman Productions, Halcyon Holding Group, LLC, Halcyon Consumer Products, LLC, Dominion Group, LLC, T-Salvation Productions, LLC, T-Salvation Distribution, LLC, T Asset Acquisition Company, LLC, and T-Salvation Distribution (BVI), LTD. made agreements regarding the "Terminator" story without first getting authorization from co-author Plaintiff Stewart to use her copyrighted "Third Eye" story that had been incorporated into "The Terminator," "Terminator 2: Judgment Day," "Terminator 3: Rise of the Machines," "Terminator Salvation," and the "Sarah Conner Chronicles".

1 213. The failure of the above defendants to get the authorization from Harlan Ellison to
2 use “Soldier” (1964), and “Demon with a Glass Hand” (1964), and to use the first minute
3 and 45 seconds of Sophia Stewart’s the “Third Eye” (May 1, 1981) registered under
4 [Txu117-610], is a confession by the defendants that they had a modus operandi to
5 willfully conceal the names of the true authors and creative designers of the concept and
6 thereby wrongfully and illegally took all credit in violation of 17 U.S.C. 506 (e) for
7 authorship and profit to the derivatives “The Terminator” [PAu 584-564 and PA 241-495]
8 (October 26, 1984), “The Terminator 2: Judgment Day” [PA 527-728] (July 3, 1991),
9 “Terminator 3: Rise of the Machines” [PA 1-210-058] (July 2, 2003), “Terminator
10 Salvation” [PA 1-628-221] (May 21, 2009), and the “Sarah Conner Chronicles” (January
11 13, 2008 – April 10, 2009).

12
13 214. Based upon Gale Anne Hurd’s willful misconduct to combine to illegally conceal
14 Harlan Ellison and Plaintiff Stewart’s names as co-authors from the U.S. Copyright
15 Office through Hemdale Film, and Pacific Western Productions, Inc., every business
16 arrangement involving the rights of every “Terminator” movie were void at their
17 inception against public policy because Harlan Ellison and Plaintiff Stewart, co-owners,
18 were not consulted for authorization under 17 U.S.C. 106, which willful omission was an
19 offense under 17 U.S.C. 506 (e).

20
21 215. The public policy of the United States from October 26, 1984 through May 21,
22 2009 is that every co-author must be listed on the copyright registration that deals with
23 their creative input under 17 U.S.C. 201, and the willful omission/concealment of that
24 disclosure from the United States Copyright Office by Gale Anne Hurd through Pacific
25 Western Productions, Inc. and the deception of all buyers, beginning with Hemdale Film
26 Corporation through Pacifcor LLC in February of 2010 by that offense under 17 U.S.C.
27 506 (e) has been an intentional violation of federal public policy pursuant to 17 U.S.C.
28 106 for commercial purposes.

1 216. Plaintiff Stewart was a co-author/co-owner of the "Terminator" motion picture
2 copyrights pursuant to 17 U.S.C. 201 as demonstrated in the first minute and 45 seconds
3 of the film identified as PA 241-495 in the same way that Harlan Ellison was later
4 determined to be a co-author after that same crime under 17 U.S.C. 506 (e) on the same
5 movie by the same actors, Hurd, Cameron, and Pacific Western Productions, Inc. The
6 first minute and 45 seconds of "The Terminator" was based upon Plaintiff's May 1, 1981
7 "Third Eye" screen treatment as described in paragraphs 156 and 160 as registered under
8 TXu 117-610.

9
10 217. Hemdale Film Corporation provided \$6.5 million to do the "Terminator" near the
11 same time that Roger Corman received \$16.5 million from attorneys Sloan, Kippur, and
12 Thompson for New World Pictures, Inc. minus the film library near February of 1983.

13
14 218. Upon information and belief, the investors in Hemdale Film Corporation had
15 assistance in evaluating the "Terminator" screenplay from Roger Corman of New World
16 Pictures, Inc., Mike Medavoy of Orion Pictures, Arthur Krim of Orion Pictures, and Eric
17 Pleskow of Orion Pictures.

18
19 219. Every business deal that was made by the companies described in paragraphs
20 above did not disclose the fact that Harlan Ellison and Plaintiff Stewart were co-authors
21 of the base story depicted in PA 241-495 and every derivative work described as
22 "Terminator 2: Judgment Day," "Terminator 3: Rise of the Machines," and "Terminator
23 Salvation."

24
25 220. The defendants described in paragraph 165 were deceived by Gale Anne Hurd,
26 James Cameron, and Pacific Western Productions, Inc. regarding authorship due to the
27 false statements of authorship submitted to the United States Copyright Office by them
28 regarding PA 241-495 and PAu 584-564, when, in fact, those submissions were

1 derivative works from Plaintiff's May 1, 1981 "Third Eye" under TXu 117-610 and
2 Harlan Ellison's "Soldier" and "Demon with a Glass Hand."

3
4 221. Each and every agreement reached by the defendants from February 3, 1984 to
5 May 21, 2009 regarding the "Terminator" has been legally inoperative because Plaintiff
6 Stewart was not included or compensated in accordance with 17 U.S.C. 106 and 201.

7
8 222. Plaintiff Stewart requests that the Court declare each agreement void as against
9 public policy based upon offenses in the registrations that violated 17 U.S.C. 506 (e) as
10 to PAu 584-564 and PA 241-495 that became the basis of every other illegal
11 "Terminator" registration under 28 U.S.C. 2201 and 2202, and that the defendants
12 disgorge any and all profits that resulted from the illegal concealment of Plaintiff's
13 contribution to authorship that was done by the same unlawful modus operandi that was
14 used to conceal the rights of Harlan Ellison in the production of the first "Terminator"
15 film.

16
17 223. Plaintiff Stewart requests that a constructive trusts be imposed upon Gale Anne
18 Hurd, James Cameron, Pacific Western Productions, Inc., Halcyon Holding Group LLC,
19 and T Asset Acquisitions LLC that failed to ascertain the validity of Plaintiff Stewart's
20 public assertion of co-ownership, particularly after the FBI disclosed that its
21 investigation confirmed Stewart's assertions to Warner Brothers before it provided \$200
22 million in 2007 for the production of "Terminator Salvation" to Halcyon Holding Group
23 LLC.

24
25 224. Gale Anne Hurd, Pacific Western Productions, Inc., and Halcyon Holding Group
26 LLC should be required to disgorge the reasonable value of Plaintiff Stewart's interest in
27 the "Terminator" franchise for the recent \$29.5 million paid by Pacificor LLC to
28 Halcyon Holding Group LLC due to the illegal pattern of racketeering that has been used
to deprive Stewart of her interest including but not limited to false oaths of ownership to

1 the U.S. Bankruptcy Court in the Halcyon Holding Corporation LLC case commenced
2 on August 17, 2009 in violation of 18 U.S.C. 152 (2) and 18 U.S.C. 1621 (a).

3
4 225. James Cameron admitted by conduct in the movie and screenplay that Gale Anne
5 Hurd “ripped off” Plaintiff’s “The Third Eye” when he used the date May 12th to
6 describe the day that the “Terminator” arrived in Los Angeles.

7
8 226. Gale Anne Hurd started Pacific Western Productions, Inc. on May 12, 1981
9 through attorney James R. Miller in California under C1043898, just days after
10 Twentieth Century Fox in Los Angeles had possession of the script and its former story
11 analyst, Roger Corman of New World Pictures, Inc. had his employee start a new
12 production company while still employed by him at New World Pictures, Inc.

13
14 227. James Cameron, by those words in the dialogue, admitted that Gale Anne Hurd
15 was the person that illegally terminated Plaintiff Stewart’s rights in the “Third Eye” in
16 the same way that she acted toward Harlan Ellison’s story entitled “Soldier” in the fall of
17 1964 in violation of 17 U.S.C. 506 (e).

18
19 228. By the concerted concealment of the evidence of the foundation work for each
20 “Terminator” story by Gale Hurd, James Cameron, and Pacific Western Productions,
21 Inc. beginning in May of 1981, these defendants deceived every subsequent purchaser
22 into believing that they could buy intellectual property rights that were illegally acquired
23 by them in violation of 17 U.S.C. 506 (e), but this law was established to protect rights
24 accorded under Article 1, Section 8, and Clause 6 of the Constitution of the United States
25 and cannot be contravened by a private agreement based upon an illegal act.

26
27 229. On information and belief, Hemdale Film Corporation was defrauded by Pacific
28 Western Productions, Inc. in that neither James Cameron nor Gale Anne Hurd authored
the “Terminator”; rather, they misappropriated the May 1, 1981 screen treatment of the

1 “Third Eye” by Plaintiff Stewart to create a derivative work that was called the
2 “Terminator” without disclosing their additional illegal use of the “Soldier” and “Demon
3 with a Glass Hand” by Harlan Ellison in violation of 17 U.S.C. 506 (e) and 17 U.S.C.
4 201.

5
6 230. On information and belief, Hemdale Film Corporation after the successful release
7 of the “Terminator” that made more than \$70 million in revenue world-wide, later filed
8 for bankruptcy protection and alleged to the United States Bankruptcy Court falsely that
9 it owned all rights to the “Terminator” story with Pacific Western Productions Inc. and
10 its related merchandising, publishing, and other commercial rights, based upon the false
11 registrations by Gale Anne Hurd, James Cameron, and Pacific Western Productions
12 regarding the “Terminator” film under PA 241-495 and PAu 584-564 which statement
13 was in violation of 18 U.S.C. 152 (2) and 18 U.S.C. 157 (2).

14
15 231. Carolco Pictures, Inc. paid \$10 million to Hemdale Film Corporation for the rights
16 to the “Terminator” franchise without first giving Plaintiff Stewart her credit and
17 remuneration for the use of her May 1, 1981 screen treatment called the “Third Eye”
18 registered as TXu 117-610 in “Terminator” as revealed in PA 241-495 and “Terminator
19 2: Judgment Day” that reads on PAu 1-513-625.

20
21 232. Carolco Pictures, Inc. made “Terminator 2: Judgment Day” on a budget of \$102
22 million and achieved gross sales of \$519.8 million from a movie released on July 3,
23 1991 that is represented by registration PAu 1-513-625 that did not acknowledge the use
24 of Plaintiff’s “The Third Eye” screen treatment dated May 1, 1981 as it is described
25 above and identified as TXu 117-610.

26
27 233. Nevertheless, Carolco Pictures, Inc. had to file for bankruptcy protection on
28 November 10, 1995 where a plan was proposed by Mario Kassar and Andrew G. Vajna
to sell the stock to Twentieth Century Fox for \$50 million, but this plan failed to

1 materialize apparently due to this history, which resulted in Mario Kassar and Andrew
2 Vajna purchasing the right to the “Terminator” merchandising, publishing, and franchise
3 rights without first resolving Plaintiff Sophia Stewart’s interest in the amount of \$15
4 million through a new entity called C2 Pictures that constitutes a partnership between
5 Kassar and Vajna.

6
7 234. Carolco Pictures made false oaths of ownership to the Bankruptcy Court. As a
8 result, the purchase through the bankruptcy court was void as a matter of public policy
9 under 17 U.S.C. 201 and 106 in light of 17 U.S.C. 506 (e) and 18 U.S.C. 152 (2) due to
10 the fact that Gale Anne Hurd, James Cameron, and Pacific Western Productions, Inc. had
11 willfully concealed the contribution of Plaintiff Stewart to PA 241-495 in violation of 17
12 U.S.C. 506 (e) and 18 U.S.C. 152 (2).

13
14 235. The purchase by C2 Pictures through Mario Kassar and Andrew G. Vajna for \$15
15 million was void against public policy in 1997 because Twentieth Century Fox then
16 knew that it had reviewed the “Third Eye” between and including May 1, 1981 and June
17 1, 1981 through a letter by Kay Harrison and that this story was clearly derived from that
18 submission without the consent of Plaintiff Stewart. (Exh. 12.3, Letter of Access by Kay
19 Harrison reference Susan Merzbach)

20
21 236. C2 Pictures made “Terminator 3: Rise of the Machines” that was released on June
22 30, 2003 that was registered with the Copyright Office under PA 1-210-058 and they
23 continued to conceal the fact that Plaintiff Stewart was a co-author on the underling
24 copyright in violation 17 U.S.C. 506 (e) even though the film was made with a budget of
25 \$102 million and generated revenue of \$519.8 million with the use of Plaintiff Stewart’s
26 story incorporated within the introduction of the film.

27
28 237. In 2007, C2 Pictures with the assistance of businessman Moritz Borman sold the
“Terminator” merchandising, publishing, and other exploitation rights that arose from

1 the original film copyright PAu 584-564 and PA 241-495 and related copyrights to
2 Halcyon Holding Group, LLC for the sum of \$25 million, but this deal was also void
3 because Plaintiff Stewart's rights were not resolved and the agreement was based upon
4 the public offense by Gale Anne Hurd, James Cameron, and Pacific Western
5 Productions, Inc. in violation of 17 U.S.C. 506 (e) as to PA 241-495 and PAu 584-564.

6
7 238. Halcyon Holding Group LLC then made "Terminator Salvation" that was released
8 on May 21, 2009 on a budget of \$200 million with a gross revenue of \$372 million with
9 a copyright registration of PA 1-628-221 registered to T Asset Acquisition Company
10 LLC without disclosing the contribution of Plaintiff Stewart to the story through the
11 "Third Eye" as disclosed in TXu 117-610 that predated all "Terminator" film
12 registrations as of February 3, 1984.

13
14 239. The copyright of "Terminator Salvation" was registered as PA 1-628-221 without
15 any reference to the co-authorship of Plaintiff Stewart.

16
17 240. Again, after another successful "Terminator" movie, Halcyon Holding Group,
18 LLC continued its pattern of "money laundering" and "counterfeiting" by filing
19 bankruptcy with the false claim that it was the true owner of the copyright rights in
20 violation of 17 U.S.C. 506 (e) as of the August 2009 submission for protection under
21 Chapter 11 of the Bankruptcy Code.

22
23 241. Plaintiff Stewart is the only party in the history of "Terminator" bankruptcy filings
24 to simultaneously enter the actual copyrights of the "Terminator" with Harlan Ellison
25 and Sophia Stewart's names being absent thereon, and a copy of the "Terminator" movie
26 bearing Harlan Ellison's name in the credits, thus Stewart requests that the Court follow
27 the procedure to contact the executive branch of the government and "The Register of
28 Copyrights" to investigate the circumstances to make sure that the government is not
providing an "Unlawful Monopoly" under 15 U.S.C. 1 because the facts to support

1 exclusive use under 17 U.S.C. 106 are factually inaccurate. Since, it is obvious that the
2 registration is based upon materially false facts that are called into question, the Court
3 can request that the investigatory arm of the United States to confirm the facts to
4 eliminate the possibility of an offense under 18 U.S.C. 1001 (a). If it is known to the
5 Court that the Terminator copyrights PAu 584-564 and PA 241-495 are materially
6 false/inoperative, it would be participating in a “Wrongful Restraint of Trade”
7 (“Emphasis Added”), because the writers would not then be “Entitled to a Lawful
8 Monopoly” of the subject matter under 17 U.S.C. 106 based upon Article 1, Section 8,
9 Clause 7 of the Constitution.”
10

11 242. The auction sale on or about February 8, 2010 by T Asset Acquisition LLC, the
12 subsidiary to Halcyon Holding Group LLC to Pacificor LLC for \$29.5 million with an
13 additional \$5 million was void in that it constitutes a violation of Money Laundering Act
14 of 1986 against Pacificor creditors and was also based upon offenses under 18 U.S.C.
15 152 (2) and 17 U.S.C. 506 (e) through a “pattern of racketeering” that violated 18 U.S.C.
16 1962 (c) and (d), and was therefore void against public policy.
17

18 243. The consistent “pattern of racketeering” by poorly capitalized sham and shell
19 companies without legitimate “Terminator” assets constitutes a “Ponzi Scheme,” then
20 converting the “Terminator” franchise copyrights it into millions of dollars, and
21 repeatedly returning back to the bankruptcy court for a cheap sale is a pattern that is too
22 consistent to be ignored as a modus operandi to thwart Plaintiff Stewart’s ability to
23 recover for the willful infringement of her copyright on May 21, 2009 as described
24 above and then filing for bankruptcy on August 17, 2009 after having quickly made \$172
25 million.
26

27 244. The effort by Twentieth Century Fox to acquire the “Terminator” franchise by a
28 purchase from Carolco Pictures, Inc. and C2 Partners, Mario Kassir and Andrew Vajna,
for \$50 million as a part of a plan of reorganization is further evidence that Twentieth

1 Century Fox knew that the story written by Plaintiff Stewart was valuable and
2 commercially viable between May 1, 1981 and May 12, 1981.

3
4 245. The discussions that Twentieth Century Fox had in the Carolco Pictures, Inc.
5 bankruptcy in 2007 to acquire the "Terminator" franchise is evidence that Plaintiff
6 Stewart was truthful when she said that Susan Merzbach of Twentieth Century Fox
7 advised her between May 1, 1981 and May 12, 1981 that the story was commercially
8 useful.

9
10 246. On information and belief, the election of Twentieth Century Fox to conceal its
11 knowledge that all of the persons involved in these transfers did so illegally is confirmed
12 by the decision of Twentieth Century Fox not to buy it after it confirmed within the
13 corporation that the title was bad because the sellers had not resolved the interest of
14 Plaintiff Stewart.

15
16
17 247. Due to this pattern of malfeasance, all agreements discussed hereinabove were
18 void against public policy for failing to identify the contribution of the first author,
19 Plaintiff Sophia Stewart, in violation of 17 U.S.C. 506 (e) and 17 U.S.C. 506 (a) (1) (A)
20 as of May 12, 1981 when Gale Anne Hurd "ripped off" Stewart and used it to start
21 Pacific Western Productions, Inc. with a story that revealed the "naked" without shame
22 interplanetary travel in a post nuclear setting between man and machines as it was
23 clearly depicted in the "Third Eye."

24
25 248. The entity that first had a lawful right to review the May 1, 1981 "Third Eye"
26 screen treatment by Plaintiff Stewart was Twentieth Century Fox between May 1, 1981
27 and May 31, 1981.

1 249. On information and belief, John Does 1 through 6 of Twentieth Century Fox got
2 together with John Does 7 through 12 of New World Pictures, Inc., one of whom was a
3 former story analyst of Twentieth Century Fox between May 1, 1981 and May 12, 1981
4 transferred the "Third Eye" to a representative of New World Pictures, Inc. who could
5 develop the story through a writer that would first register the work with the Writer's
6 Guild of America on the recommendation of a manager of New World Pictures, then
7 Roger Corman.

8
9 250. Upon information and belief, Twentieth Century Fox had an internal policy not to
10 act on submissions that were submitted by writers that were not members of the Writer's
11 Guild of American, but that policy did not permit industry heads to aid and abet in a "rip
12 off" of the subjects creative work product through illegal copyright submissions in
13 violation of 17 U.S.C. 506 (e) and the willful infringement of the subject's story rights in
14 violation of 17 U.S.C. 506 (a) (1) (A).

15
16 251. Upon information and belief, the perpetuation of such a "pattern of racketeering"
17 through the use of illegal copyright registrations in violation of 17 U.S.C. 506 (e), illegal
18 statements of ownership to the bankruptcy courts in violation of 18 U.S.C. 152 (2), and
19 illegal affidavits to the United States District Court for the Central District of California
20 cannot be endorsed by the Courts after the FBI in the year 2000 found that the "Third
21 Eye" was infringed in the "Terminator" in a New York City FBI report described as case
22 number 295-NY-U275271.

23
24 252. When false information was submitted to the United States District for the Central
25 District of California in case number CV 03-2873 MMM through the false affidavits of
26 April 29, 2005 by Cameron and Hurd, the Court was encouraged to make a decision on a
27 Motion for Summary Judgment where the actual film at issue described in PA 241-495
28 was not even presented to the federal Judge or the expert witness as a matter of
deception to compare the language in TXu 117-610, and that indictable act of deception

1 is further proof that the “pattern of racketeering” by the use of materially false
2 statements was in violation of 18 U.S.C. 1621 in the federal court in Los Angeles.

3
4 253. James Cameron, Gale Anne Hurd, Pacific Western Productions, Inc., Hemdale
5 Film Corporation, and Orion Pictures, Inc. already admitted in writing that they “ripped
6 off” other stories in the making of the “Terminator” in or about December of 1984 to
7 Harlan Ellison, Thomas M. Cleaver, Tracy Torme, and Starlog Magazine.

8
9 254. Pacific Western Productions, Inc. was started by Gale Anne Hurd when James
10 Cameron was not in the Country and when he was in the midst of working on “Piranha
11 II: The Spawning” in Italy.

12
13 255. On information and belief, Roger Corman of New World Pictures, Inc. was not
14 looking for a buyer for New World Pictures, Inc, in May of 1981, but as soon as James
15 Cameron finished the first draft of the script as his employee supposedly while working
16 as a design consultant on “Android” for New World Pictures, Inc. between February of
17 1982 and June of 1982, three attorneys came to make an offer to buy the stock of New
18 World Pictures, Inc. [Roger Corman, How I Made a Hundred Movies in Hollywood
19 and Never Lost a Dime (Da Capa Press 1990), p. 221]

20
21 256. Thus, Gale Anne Hurd’s position has been that she started Pacific Western
22 Productions, Inc. without a story of her own and also without strategic and economic
23 support from Roger Corman of New World Pictures, Inc.

24
25 257. Still, Susan Merzbach and Kay Harrison of Twentieth Century Fox have affirmed
26 that Twentieth Century Fox had a copy of Plaintiff Stewart’s “Third Eye” between May
27 1, 1981 and May 12, 1981, and thereafter a story that resembled it was filed with the
28 Writers Guild of America by another New World Pictures employee who was then
working on the movie “Android” in July 1982.

1
2 258. The language in the screenplay that infringed the copyrights of Harlan Ellison was
3 in the July 1982 submission to the Writers Guild of America by James Cameron that was
4 written while he was employed by New World Pictures, Inc. apparently on the film
5 entitled "Android" as a design consultant.

6
7 259. Plaintiff Stewart later submitted the "Third Eye" to the Wachowski Brothers
8 before the "Matrix" was written near the late 1990s.

9
10 260. The Federal Bureau of Investigation investigated her complaint in case number:
11 295-0-25/195-SU-0 that the introduction of the "Matrix" read on the "Third Eye," but
12 when those facts were brought to the attention of Warner Brothers before the movie was
13 released, some aspects of the infringing portions were removed immediately in 2000.

14
15 261. The Federal Bureau of Investigation also opined in 2001 at the Salt Lake City
16 Branch that the segments of the "Matrix" were the same as segments of the introduction
17 to "The Terminator" that was released on October 26, 1984.

18
19 262. In both instances, Plaintiff Stewart had submitted her screen treatment to a major
20 studio before this malfeasance surfaced; however, no studio that used the "Third Eye"
21 would accept this story when submitted by Sophia Stewart, an person of color, but each
22 studio accepted the story under all kinds of adverse circumstances when it came from
23 Gale Anne Hurd, James Cameron, Andy Wachowski, Larry Wachowski, Victor
24 Kubicek, Derek Anderson, Mario Kassar, Andrew Vajna, and Moritz Borman, all of
25 whom are White citizens with varying levels of experience in movie making.

26
27 263. Gale Anne Hurd, from May 12, 1981 surrounded herself with the one young
28 married writer, Cameron, who had a background that had an interest in a concept that at
least had some involvement with robots in 1978 called "Xenogenesis."

1
2 264. Gale Anne Hurd, started Pacific Western Productions, Inc. on May 12, 1981,
3 created a romance with James Cameron while he was then married, promised to let him
4 direct for co-writing the script, and violated the minimum wage law when she paid him
5 \$1 dollar for the "Terminator" script. At the same time Hurd accepted help from New
6 World Pictures, Inc. by permitting it to pay Cameron while the first draft was worked on,
7 covered up Cameron's admissions that he had used two copyrighted works from Harlan
8 Ellison in writing the "Terminator", and threatened editors of Starlog Magazine to
9 suppress and conceal Cameron's admission of their willful infringement of "Soldier" and
10 "Demon with a Glass Hand" in December of 1984 in the presence of Thomas M.
11 Cleaver.

12
13 265. Gale Anne Hurd, James Cameron, and Pacific Western Productions, Inc. willfully
14 engaged in racketeering in the making of the "Terminator" within the meaning of 18
15 U.S.C. 1961.

16
17 266. James Cameron, while under oath to federal Judge Margaret M. Morrow on April
18 29, 2005, did not disclose that he had intentionally used the copyrighted works of other
19 people as he admitted it to Tracy Torme, Thomas M. Cleaver, Harlan Ellison, and
20 Starlog Magazine, which conduct violated 18 U.S.C. 1621 (a).

21
22 267. James Cameron, while under oath in the United States District Court for the
23 Central District of California in CV 03-2873, swore that he pitched the idea to Hurd [for
24 the first time] in March or April of 1982, just about 1 year after Pacific Western
25 Productions, Inc. was formed, which statement was false.

26
27 268. Cameron admitted that he wrote the original treatment solo by July of 1982 and
28 submitted it to the Writer's Guild of America, and claimed to the Writers Guild of

1 America that he wrote it for Pacific Western Productions Inc. while he was being paid by
2 New World Pictures, Inc. between March of 1982 and June of 1982.

3
4 269. Nevertheless, the first minute and 45 seconds of the "Terminator" film found at
5 PA 241-495 shows an introduction that reads exactly on the story language and concept
6 of Plaintiff Sophia Stewart, and no consent was given by the defendants by Harlan
7 Ellison or Plaintiff Sophia Stewart. (Exhibits T145, Terminator 1 minute 45 seconds
8 "Theft,"); (the UCC Liens 22173560002 filed against James Cameron and Gale Anne
9 Hurd)

10
11 270. On information and belief, Cameron admitted that he gave information to the
12 federal court that indicated that he did not in any way consult, review, read, or have any
13 knowledge of Plaintiff's "Third Eye" prior to February of 1982.

14
15 271. On information and belief, Cameron admitted by his own work product described
16 in the first eight minutes of the "Terminator" movie found in registration PA 241-495
17 that his script described the person that did the act on May 12th was the "Terminator",
18 which dramatic assertion identified Gale Anne Hurd as the person that willfully
19 orchestrated the destruction of intellectual property rights of Sophia Stewart on that very
20 day that Pacific Western Productions, Inc. in California was formed under C1043898.

21
22 272. Based upon the aforementioned illegal practices in defiance of the public laws of
23 the United States, particularly 17 U.S.C. 506 (e), 18 U.S.C. 1621 (a), 18 U.S.C. 1962 (c),
24 and 18 U.S.C. 4, all contracts that omitted Harlan Ellison and Plaintiff Stewart's co-
25 ownership interest were void against public policy including those with Hemdale Film
26 Corporation, Carolco Pictures, Inc., C2 Partners, Halcyon Holding Group LLC, and
27 Pacificor LLC. The Defendants at the encroached upon the Plaintiff's exclusive rights
28 granted to a copyright owner at 17 U.S.C. § 106, which Infringement is implicitly
defined in 17 U.S.C. § 501(a): Anyone who violates any of the exclusive rights of the

1 copyright owner as provided by [17 U.S.C. §§ 106-122] or of the author as provided by
2 [17 U.S.C. § 106A], or who imports copies in and/or outside of United States in
3 violation of [17 U.S.C. § 602], is an infringer of the copyright. Section 106 of Title 17
4 sets out the copyright owner's exclusive rights. These rights consist of the rights "to do
5 and to authorize" the following: (I) to reproduce a work in copies § 106(1), (II) to
6 prepare derivative works, § 106(2), (III) to distribute copies of the work to the public, §
7 106(3); (IV) to perform the work publicly (for certain types of works), (V) § 106(4), (6)
8 to display a work publicly (for certain types of works), § 106(5).

9
10 273. Based upon the aforementioned violations of public policy, plaintiff requests that
11 the court declare void each and every contract that was negotiated without involving her
12 as required by 17 U.S.C. 201, 17 U.S.C. 106, and 17 U.S.C. 506 (e), declare each
13 copyright registration regarding the "Terminator" void for having failed to disclose
14 Plaintiff Stewart as a co-author including those that arose from "Terminator 1" (PAU
15 584-564 – PA 241-495), "Terminator 2" (TX 3-134-386), "Terminator 3" (PA 1-210-
16 058), and "Terminator Salvation" (PA 1-628-221) under the Declaratory Judgment Act
17 under 28 U.S.C. 2201 and 2202.

18 19 **FOURTH CAUSE OF ACTION**

20 **(Unfair Competition Prevention Law Article 2, Paragraph 1,**

21 **Business and Professional Code §17200, 15 U.S.C. § 1125(a))**

22
23
24 274. Plaintiff re-alleges and incorporates each and every allegation contained in all
25 prior paragraphs of this Complaint, as though they were fully set forth herein in full:

26
27 275. Defendants Gale Anne Hurd, James Cameron, Pacific Western Productions, Inc.,
28 Hemdale Film Corporation, Cinema '84, Lightstorm Entertainment, Intermedia/IMF
Production, C2 Pictures, Mostow/Lieberman Productions, Halcyon Holding Group,

1 LLC, Halcyon Consumer Products, LLC, Dominion Group, LLC, T-Salvation
2 Productions, LLC, T-Salvation Distribution, LLC, T Asset Acquisition Company, LLC,
3 and T-Salvation Distribution (BVI), LTD. and John Does I through XII copied verbatim
4 Plaintiff's work entitled "The Third Eye," in violation of the Unfair Competition
5 Prevention Act.

6
7 276. Defendants Warner Brothers and Fox operated in consort controlling 99.99% of
8 the tradition press as the "racketeering enterprises" retaliated against Sophia Stewart by
9 blocking her from obtaining mainstream press after Warner Brothers received
10 constructive notice as early as 2000 from the F.B.I. that the "Terminator" and the
11 "Matrix" introductions were copied verbatim from Stewart's story "The Third Eye" in
12 violation of 18 U.S.C. 1962 (c) and (d) and 18 U.S.C. 1964 (a) and (c). Defendants
13 Warner Brothers and Fox combined to block the female protégé Stewart from U.S.C.
14 film school by "restraining her in her trade and talents," and blocking her in movie
15 contracting for a 5 picture deal, while Warner Brothers and Fox "aided and abetted"
16 Derek Anderson and Victor Kubicek and provided them with the financing of \$200
17 million dollars as Anderson and Kubicek according to Moritz Borman misrepresented
18 there industry qualifications, as well as, "had previously been sued for swindling
19 hundreds of thousands of dollars from motion picture investors." In addition, Warner
20 Brothers funded Andy Wachowski and Larry Wachowski, while they misrepresented
21 their industry qualifications.

22
23 277. The plaintiff reasonably expected to receive certain royalties and credit after
24 Defendants copied verbatim "The Third Eye." Second, the Defendants engaged in unfair
25 competition that injured the plaintiff's right to receive some or all of those benefits for
26 enjoying the exclusive right to own a copyright, to reproduce, distribute, and, in the case
27 of certain works, publicly perform or display the work; to prepare derivative works; in
28 the case of sound recordings, to perform the work publicly by means of a digital audio
transmission; or to license others to engage in the same acts under specific terms and

1 conditions with more favorable terms because of race. Third, when the Defendants
2 committed the unfair competition act to file false copyrights with the U.S. Register of
3 Copyrights the defendants injured the plaintiff's right to receive benefits as an owner, as
4 said parties willfully acted in bad faith.

5
6 278. The Plaintiff asserts and alleges Defendants James Cameron and Gale Anne Hurd
7 for financial gain or for the purpose of inflicting injury, made numerous false oaths of
8 complete ownership in the California District Court for the "Terminator" while
9 concealing Harlan Ellison and Sophia Stewart's name on line six of the copyright
10 registration in violation of the Unfair Competition Prevention Act availed by Business
11 and Professional Code §17200 without prior consent of Stewart. The Defendants false
12 oaths of ownership were designed to steal, or without authorization appropriates, takes,
13 carries away, conceals, or by fraud, artifice, or deception covert ownership of the "Third
14 Eye" into "The Terminator" franchise.

15
16 279. Defendants stole the "Third Eye," characters, plots, and the statement "I'll be
17 back" as used in substantially the same place in substantially the same way that it was
18 done in the prior submission; in order to promote, market, or sell "The Terminator"
19 movie in direct competition with Stewart's treatment and constitutes unfair competition
20 pursuant to 15 U.S.C. § 1125(a). James Cameron and Gale Anne Hurd's use of the
21 "Third Eye" caused confusion, mistake, and deception among consumers. Cameron and
22 Hurd's unfair competition has caused and will continue to cause irreparable harm to
23 Stewart and has "restrained" her in his trade and talents by pilfering her work which
24 there is no adequate remedy at law. Ultimately, said Defendants subjected Stewart to
25 unfair competition based on gender discrimination in contravention to Business and
26 Professional Code §17200.

27
28 280. Defendants knew or should have known that their willful "unfair business
practices" constituted "felony copyright infringement" pursuant to 17 U.S.C. 506 (e) to

1 file with the Copyright Office false statements” while failing to disclose the true name of
 2 co-authors Harlan Ellison and Sophia Stewart from which they fraudulently pilfered the
 3 work of others, of which, was utilized to influence the “economic decisions” of “users,
 4 banks, bonds and insurance companies” taken on the basis of the “financial statements”
 5 to not extend any form of financing and/or credit to Stewart.

6
 7 279. Defendants’ have failed to ameliorate the problem of unfair competition and also
 8 evince their deliberate and reckless indifference toward Stewart and her rights.

9
 10 280. Defendants’ unfair competition has imposed a disparate impact and are beyond
 11 outrageous and warrants – among other sanctions – an award of punitive damages.

12
 13 281. The Petitioner asserts and alleges discriminatory misconduct based on gender
 14 against all parties in violation of the California's Unfair Competition Law And Unfair
 15 Practices Act. It is the responsibility of the United States not to knowingly participate in
 16 combination to restrain trade by leaving in place a knowingly false submission of
 17 authorship.

18 **FIFTH CAUSE OF ACTION**

19 **ACCOUNTING**

20 **(Against All Defendants)**

21 281. Plaintiff re-alleges and incorporates each and every allegation contained in all
 22 prior paragraphs of this Complaint, as though they were fully set forth herein in full:

23
 24 282. Based on the actions and deceit of the Defendants and John Does I through XII
 25 the Plaintiff is entitled to recovery by virtue of claims for relief set forth above, the value
 26 of the Copyrights, as well as, the proceeds and dividends derived from the exploitation
 27 of the Copyrights for the “The Terminator,” “Terminator 2”: Judgment Day,”
 28 “Terminator 3: Rise of the Machines,” “Terminator 4: Salvation,” and the “Sarah Conner

Chronicles”, of which, clearly violated 17 U.S.C. §409 (1) and (11) and 17 U.S.C. §408 (d).

283. The Plaintiff asserts and alleges her registration with the Copyright Office preceded all filing by the Defendants in violation of 17 U.S.C. §506 (a) (1) as an act of criminal willful infringement associated with 18 U.S.C. §2319 as an act of racketeering under 18 U.S.C. §1961 (1). The current value of the Copyrights, the amount of the proceeds, to whom the proceeds were paid, or where they were reinvested, is so complicated that it can not be determined without accounting. The amount of the proceeds and dividends from the exploitation of Copyrights cited above and the distribution of said proceeds, dividends and profits are so complicated that it can not be determined without accounting. Moreover this information concerning the Copyrights for “The Terminator “ franchise is uniquely within the knowledge of the Defendants. The amount due to the true and lawful owner of the Copyrights would be shown through an accounting.

284. The Defendants knew or should have known that Felony penalties apply to the Perpetrators in lieu of the infringement of the reproduction or distribution rights. See 17 U.S.C. § 506(a). Specifically, Defendants knew or should have known that felony penalties apply as a proximate result of the infringement involved either for “reproduction and distribution” of a minimum number and value of works, see 17 U.S.C. § 506(a)(1)(A) (numbered § 506(a)(1) before the Apr. 27, 2005 amendments) and 18 U.S.C. § 2319(b)(1); 17 U.S.C. § 506(a)(1)(B) (numbered § 506(a)(2) before the Apr. 27, 2005 amendments) and 18 U.S.C. § 2319(c)(1), or if the infringement involved “distribution of a work being prepared for commercial distribution,” by making it available on a publicly-accessible computer network. See 17 U.S.C. § 506(a)(1)(C) (enacted Apr. 27, 2005), 17 U.S.C. § 506(a)(3). 18 U.S.C. § 2319(d)(1), Section II.B.4.c. of this Chapter, Cf. 4 Nimmer on Copyright § 15.01[A][2]

(10) GENDER DISCRIMINATION
[42 U.S.C. 1981, 42 U.S.C. 1982, AND 42 U.S.C. 1983]

285. Plaintiff re-alleges the allegations contained in paragraphs 1 through 337 as if fully set forth herein.

286. Plaintiff Stewart is an female of color.

287. All persons identified in paragraphs above are White citizens.

288. Upon information and belief, the primary reason why the persons listed in the aforementioned paragraphs did not contract with Plaintiff was because she is an female gifted writer of color who desired to write in the genre of science fiction.

289. Industry and business executives had an unwritten agreement that females would not write, produce, or direct in the genre of science fiction, one of the most revenue genres in movie making.

290. Plaintiff Stewart was damaged by this gender discrimination in “movie contracting” regarding the “Third Eye,” which disparate treatment was observed by the FBI in New York.

291. From 1962 through February of 2010, there has been a consistent pattern of discriminating against females writers of color in science fiction filmmaking.

292. Gale Anne Hurd got the access to the “Third Eye” after it was determined by Susan Merzbach of Twentieth Century Fox that Plaintiff Sophia Stewart is gifted writer of color.

1
2 293. Gale Anne Hurd, when she got access to the “Third Eye,” made the decision that
3 Plaintiff Stewart could not contract regarding the science fiction story described in the
4 May 1, 1981 movie treatment because she is a female that would not be accepted by any
5 studio as a science fiction film writer. [Roger Corman, How I Made a Hundred Movies
6 in Hollywood and Never Lost a Dime (Da Capa Press 1990), pp. ix, 82, 97, 104, and
7 181]

8
9 294. James Cameron, when he learned of Hurd’s accepting of the custom of gender and
10 racial discrimination in contracting against gifted screenwriters of color, did not oppose
11 her or other companies that followed this practice under color of state accepted custom.
12

13 295. Gale Hurd and James Cameron followed the discriminatory practice in contracting
14 and conducted themselves as if Plaintiff Stewart had no right to contract that any White
15 movie maker or producer in science fiction film making was bound to respect.
16

17 296. As a result of the industry practice under color of state accepted customs, Hurd
18 complied with the custom and took Plaintiff Stewart’s property and ignored her interest
19 on the belief that most public officials in positions of authority in the movie business and
20 legal system would operate to endorse the suppression of her rights by deceptive acts and
21 practices.
22

23 297. By this discrimination in movie contracting implemented by Gale Anne Hurd and
24 Pacific Western Productions, Inc. against plaintiff Stewart with the tacit approval of
25 James Cameron, Plaintiff Stewart was denied the same contractual treatment that was
26 accorded to Harlan Ellison in the same circumstance involving the same copyright
27 registration malfeasance.
28

1 298. By those actions, Hurd, Cameron, and Pacific Western Productions Inc. willfully
2 violated Stewart's right to contract regarding science fiction screen plays in violation of
3 42 U.S.C. 1981 (a), (b), and (c), 42 U.S.C. 1982, and 42 U.S.C. 1983. [Roger Corman,
4 How I Made a Hundred Movies in Hollywood and Never Lost a Dime (Da Capa Press),
5 pp. 98-100, 102-103; Donald Bogle, Toms, Coons, Mulattoes, Mammies, and Bucks
6 (Continuum Information Publishing Group Ltd. 1973, 1989), p. 111]

7
8 299. Plaintiff's story was confirmed to be valuable in the hands of Larry and Andy
9 Wachowski for the Matrix by the FBI, but when the same story was found to be in the
10 hands of its true owner, Plaintiff Stewart, it was not valuable for commercial use and
11 negotiations with Warner Brothers in or about the year 2000 as it had been earlier for
12 Harlan Ellison, a White citizen, when he pointed out uses of his copyrighted material.

13
14 300. Plaintiff's story was confirmed to be valuable to Twentieth Century Fox when it
15 began negotiations for the "Terminator" franchise rights in an amount of \$50 million in
16 the Chapter 11 of Carolco Pictures, Inc., until it was remembered that the Studio had
17 previously refused to buy the work product from its original and true owner, Plaintiff
18 Sophia Stewart.

19
20 301. On information and belief, when that history was discovered, Twentieth Century
21 Fox ceased its interest so as not to confirm the ability of an gifted female writer of color
22 in the field of science fiction writing in or about 1997.

23
24 302. When Mario Kassir and Andrew Vajna, both White men, obtained the illusory
25 rights without Plaintiff Stewart's consent, they were able to get financing and make
26 "Terminator 3: The Rise of the Machines" with a budget of \$102 million and received
27 revenue of \$500 million.

1 303. All producers and writers from the "Rise of the Machines" through "Terminator
2 Salvation" through T Asset Acquisitions LLC were White and able to raise funds and
3 receive access to the channel of distribution to make a profit on the sequel.

4
5 304. However, each and every participant totally and completely ignored Plaintiff
6 Stewart in May of 2009 as if she had no rights under 42 U.S.C. 1981 in contract that they
7 were bound to respect as the true author under 17 U.S.C. 201 and 106 under TXu 117-
8 610.

9
10 305. As to each illusory contract that was made regarding the "Terminator" rights from
11 February 1983 through February 2010, only White citizens have been able to
12 successfully make deals even when the manner of their possession was achieved by
13 criminal acts in violation of 17 U.S.C. 506 (e).

14
15 306. These acts and practices and the industry practice of concealment of the offenses
16 is an admission by conduct that the defendants including Gale Anne Hurd, James
17 Cameron, Pacific Western Productions, Hemdale Film Corporation, Carolco Pictures,
18 Inc., C2 Partners, Halcyon Holding Group LLC, T Asset Acquisitions LLC, and
19 Pacificor LLC all gave aid and custom to the discrimination against the rights of Plaintiff
20 Stewart to contract in violation of 42 U.S.C. 1981, 42 U.S.C. 1982, and 42 U.S.C. 1983
21 that culminated into damage to Plaintiff between and including May 2009 and February
22 2010.

23
24 307. Plaintiff has been damaged by the aforementioned acts of discrimination in an
25 amount in excess of \$10 million.

26
27 308. Gale Anne Hurd, Pacific Western Productions, Inc., and James Cameron laid the
28 foundation so that these acts of discrimination could be successfully practiced by the use
of illegal and fraudulent statements to the United States Copyright Office, the United

1 States Bankruptcy Court of the Central District of California, and the United States
2 District Court for the Central District of California.

3
4 309. Plaintiff Stewart has demonstrated that Gale Anne Hurd used symbolism in the
5 “Terminator” film by showing the Black sanitation worker ran and hid in the presence of
6 a strong and powerfully built White man which was not written into the July 1982 screen
7 treatment filed with the Writers Guild of America West or the U.S. Copyright Office
8 under PAu 584-564.

9
10 310. By the success that Gale Ann Hurd has achieved by the intentional use of illegal
11 and discriminatory acts against Plaintiff Stewart, Hurd, Cameron, and Pacific Western
12 Productions, Inc. have proved that her efforts to establish discrimination and economic
13 deprivation on the defendants has been difficult to achieve even when the FBI is the
14 witness to the malfeasance.

15
16 311. Plaintiff Stewart therefore requests that a permanent injunction be issued against
17 these defendants for restraining her in her trade and talents; in order to prevent further
18 patterns of discrimination against Plaintiff Stewart in using her copyright work as a co-
19 author without disgorging profit and paying damages.

20
21 312. Plaintiff Stewart has been damaged by defendants including RICO Enterprises
22 Halcyon Holding Group LLC between May 10, 2009 and February 15, 2018 in an
23 amount in excess of \$300,000,000.00.


24
25 **WHEREFORE, PLAINTIFF PRAYS AS FOLLOWS AGAINST THE**
26 **DEFENDANTS JOINTLY AND SEVERALLY:**

- 27 1) For compensatory damages in an amount of \$300, 000, 000.00 {300 hundred
28 million}, under 18 U.S.C. 1962 (c) and (d);
2) For treble damages and attorney’s fees under 18 U.S.C. 1964 (c);

- 3) For prejudgment interest arising under 18 U.S.C. 1962;
- 4) For compensatory damages under 42 U.S.C. 1981, 42 U.S.C. 1982, and 42 U.S.C. 1983; Punitive damages in an amount to be determined at the time of trial.
- 5) For judicial and declaratory relief under Sections 28 U.S.C. 2201 and 2202 under the Declaratory Judgment Act;
- 6) For such other relief as the Court deems just and proper in the premises.

Dated: __December 11, 2018

By:


SOPHIA STEWART 12/11/2018

1 9. To my knowledge, no one connected with the process of creating,
2 writing, developing, financing or producing "The Terminator" or "Terminator 2:
3 Judgment Day" had any access to the Third Eye Literary Materials.
4

5 **II. My Relationship with Fox**
6

7 10. I never had any business, working or other relationship with Fox prior to
8 October of 1984. In fact, it was not until after October of 1984, when "The
9 Terminator" had its initial theatrical release, that I had my first meeting with Fox.
10 Based on the success of "The Terminator", Fox offered me the opportunity to be the
11 director of "Aliens" which was released in 1986.

12 11. I had no business, working or other relationship with Fox at the time I,
13 wrote and directed "The Terminator".

14 12. I had no business, working or other relationship with Fox during the
15 process of creating, writing, developing, finding financing for or directing "The
16 Terminator".

17 13. No one from Fox ever provided me with any of the Third Eye Literary
18 Materials. For that matter, no person or entity ever provided me with any of the
19 Third Eye Literary Materials. I never received the Third Eye Literary Materials from
20 Fox or any other person or entity prior to the initiation of this lawsuit.

21 **III. My Relationship with Hemdale**
22

23 14. As I understand it, Stewart alleges that Hurd and I, acting in concert with
24 others, formed Hemdale Film Corporation ("Hemdale") and that we did so for
25 improper purposes. This is a false statement.

26 15. I had no involvement in the formation of Hemdale. I have been advised
27 that Hemdale was formed in approximately 1971. In 1971, I was 17 years old.
28

1 16. Herndale was a company that co-financed the production of "The
2 Terminator". Orion also co-financed "The Terminator". I never had, and do not now
3 have, any ownership, financial or other interest in Herndale or in Orion.
4

5 **IV. The Creation, Financing and Production of "The Terminator"**
6

7 17. In either January or February of 1982, I created the story idea for "The
8 Terminator". I was living at my friend Randall Frakes' ("Frakes") house in Pomona,
9 California at the time. I had just finished shooting as director of the film "Piranha 2:
10 The Spawning" ("Piranha 2"). Frakes and I used to discuss story ideas with each
11 other and "The Terminator" was one of the story ideas I discussed with him. At that
12 time, my goal was to come up with a marketable script concept so that I could attach
13 myself to it as the director.

14 18. I pitched my idea for "The Terminator" to Frakes, but he did not see any
15 potential in it. He told me that he did not want to co-write the script with me. I also
16 pitched the story concept to Frakes' agent, but he also did not respond favorably to
17 the pitch.

18 19. The story was about a non-human cyborg, known as a Terminator. In
19 my story, there was a conflict in the future, and in order to resolve that conflict, the
20 totalitarian state decided to send a Terminator through time to the past to kill the
21 mother of their future rival, so that he would never be born. In my story, the heroine
22 is an ordinary woman, living in present day, whose life seems inconsequential to
23 everyone around her. She is just a waitress, but the future regime needs to eliminate
24 her. The method they use to kill her is to send a hit man, the cyborg terminator, back
25 through time. To help protect her, the rebels send a human back in time as well.
26 Ultimately, there is a confrontation between the cyborg hit man and the human sent to
27 protect her. The waitress and her protector also fall in love. Although I'd originally
28 conceived of the Terminator being a shape-shifting sort of "biological machine", by
March of 1982 the difficulties inherent in realizing that vision given the limitations of

1 visual effects technology at the time led me to put that idea on hold (for later use in
2 "Terminator 2: Judgment Day", as it turned out) and opt instead for a cyborg
3 Terminator antagonist. Attached hereto as Exhibit "1" is a true and correct copy of
4 my initial two-page description of "The Terminator" story. I wrote Exhibit "1" in
5 early 1982.

6 20. In March or April of 1982, I went to Rome at the request of the
7 American co-producer of "Piranha 2" to see if I could help complete the film. One
8 day while in Rome, I got sick and could not go to work. I spent the day stuck in a
9 small pensione, drawing pictures of the Terminator. During my stay in Rome, I
10 called Gale Anne Hurd ("Hurd") and pitched her the story of "The Terminator" over
11 the telephone. I asked her if she would be interested in producing the film. Hurd told
12 me that she was excited about my story concept and stated that she wanted to hear
13 more about it.

14 21. In the late spring or early summer of 1982, after I returned to Los
15 Angeles, I started to work on a detailed treatment of "The Terminator". Bill Wisner
16 ("Wisher") helped me brainstorm the story beats in an all-day session at his parent's
17 home in Brea.

18 22. After that brainstorming session, I returned to my apartment in Tarzana
19 and finished writing the treatment for "The Terminator" in about two weeks. The
20 treatment was registered with the WGA in July of 1982. After I completed the
21 treatment, I showed it to Hurd. She then agreed to produce the film.

22 23. Thereafter, I wrote the screenplay of "The Terminator" (a few
23 memorable lines of dialogue were contributed by Wisner). By October of 1982, I had
24 completed the screenplay of "The Terminator". For strategic reasons, Hurd and I
25 decided to add her name as writer to the screenplay in order to solidify her attachment
26 to the film. Hurd participated in the second draft of the script by acting as an editor,
27 making suggestions for small cuts.
28

1 24. In the fourth quarter of 1982, Hurd and I submitted "The Terminator" to
2 many potential producers and distributors. Many people were not interested in the
3 project and passed. However, Orion was interested in our project "The Terminator"
4 if we could secure co-financing.

5 25. In the fourth quarter of 1982, Hurd had meetings with Hemdale.
6 Ultimately, towards the end of 1982, Hemdale agreed to co-finance "The Terminator"
7 with Orion.

8 26. In 1982, as I understood it, Fox had no ownership interest in, or control
9 over, either Hemdale or Orion.

10 27. By November of 1982, we had finished preparing the budget for "The
11 Terminator". Both Hurd and I were comfortable with the budget as of that time.

12 28. In early December of 1982, we registered the title "The Terminator"
13 with the Motion Picture Association of America (the "MPAA").

14 29. As of December of 1982, we were already scouting locations, attempting
15 to secure a cast and having meetings regarding the financing, the distribution and the
16 completion bond for the picture.

17 30. In February of 1984, we commenced principal photography of "The
18 Terminator" in Los Angeles.

19 31. In October of 1984, "The Terminator" was first released in theaters in
20 the United States.

21 32. At no time between mid 1982 and October of 1984, or any time before
22 or after (prior to the initiation of this lawsuit), did I ever receive or have access to the
23 Third Eye Literary Materials.

24
25 **T-2 and T-3**

26 33. I directed, produced and co-wrote "Terminator 2: Judgment Day".

27 34. I had no involvement in "Terminator 3: Rise of the Machines".
28

05/13/2005 13:05

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MICHAEL STOLLER

PAGE 08/82

04/25/2005 12:25

310555

LEI/CAMERON

PAGE 07

1 I declare under penalty of perjury under the laws of the State of California and
2 the United States that the foregoing is true and correct.

3 Executed this 25 day of April, 2005, at Los Angeles, California.

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JAMES CAMERON

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MICHAEL STOLLER

PAGE 10/82

Apr-27-05 03:10pm From-

T-184 P.002/006 F-888

DECLARATION OF GALE ANNE HURD

I, GALE ANNE HURD, hereby declare as follows:

1. I am a Defendant in the pending lawsuit entitled Sophia Stewart v. Andy Wachowski, et al., Case No. CV 03-2873 MMM (VBKx). I submit this Declaration in support of the motion for summary judgment filed by Defendants Twentieth Century Fox Film Corporation ("Fox"), James Cameron ("Cameron") and me ("Hurd") (collectively, the "Terminator Defendants"). I was the producer of the feature motion picture "The Terminator". I also received co-writing credit, with Cameron, for the screenplay "The Terminator", which was based on Cameron's original story idea.

2. I have personal knowledge of the facts set forth in this Declaration and, if called as a witness, I would and could competently testify to these facts under oath.

I. No Access to the Third Eye Literary Materials.

3. As I understand it, Plaintiff Sophia Stewart ("Stewart") alleges in her lawsuit that she wrote: (1) a six-page treatment entitled the "Third Eye" (the "Third Eye Treatment"); (2) a forty-five page manuscript entitled the "Third Eye" (the "Third Eye Manuscript"); and (3) an additional document which she calls the "Making of the Third Eye" (collectively, the "Third Eye Literary Materials").

4. I have never met or spoken with Stewart. I had not heard of Stewart prior to the time that she filed her lawsuit against me.

5. I have never seen the Third Eye Literary Materials.

6. I have never read the Third Eye Literary Materials.

7. I have never received the Third Eye Literary Materials.

8. I have never had access to the Third Eye Literary Materials.

05/13/2005 13:05 8182264844

MICHAEL STOLLER

PAGE 11/82

Apr-27-05 03:10pm From

T-194 P.003/006 F-869

1 9. To my knowledge, no one connected with the process of creating,
2 writing, developing, financing or producing "The Terminator" had any access to the
3 Third Eye Literary Materials.
4

5 **II. My Relationship with Fox**

6 10. I never had any business, working or other relationship with Fox prior to
7 October of 1984. In fact, I never had a meeting with any one employed by Fox until
8 after October of 1984, when "The Terminator" had its initial theatrical release. I did
9 not meet with anyone at Fox until after the theatrical release of "The Terminator".
10

11 11. I had no business, working or other relationship with Fox at the time I
12 produced "The Terminator".

13 12. I had no business, working or other relationship with Fox during the
14 process of creating, writing, developing, finding financing for and producing "The
15 Terminator".

16 13. No one from Fox ever provided me with any of the Third Eye Literary
17 Materials. For that matter, no person or entity ever provided me with any of the
18 Third Eye Literary Materials. I never received the Third Eye Literary Materials from
19 Fox or any other person or entity.
20

21 **III. My Relationship with Hemdale**

22 14. As I understand it, Stewart alleges that Cameron and I, acting in concert
23 with others, formed Hemdale Film Corporation ("Hemdale") and that we did so for
24 improper purposes. This is a false statement.

25 15. I had no involvement in the formation of Hemdale. I have been advised
26 that Hemdale was formed in approximately 1971. In 1971, I was in high school.

27 16. Hemdale was a company that co-financed the production of "The
28 Terminator". Orion also co-financed "The Terminator". I never had, and do not now
have, any ownership, financial or other interest in Hemdale, or in Orion.

Apr-27-88 03:10pm From-

T-184 P.004/008 F-000

1
2 **IV. The Creation, Financing and Production of "The Terminator"**

3 17. In the spring of 1982, Cameron was working in Italy on the post-
4 production of "Piranha 2: The Spawning". Cameron called me from Italy and told
5 me that he had created a story idea for a new movie. He gave me the pitch over the
6 telephone. He told me that the story was about a cyborg who was sent back in time
7 by a totalitarian state from the future. The cyborg, known as a Terminator, was sent
8 from the future to kill an ordinary woman who would soon give birth to the future
9 leader of the revolution. The rebel leaders from the future also sent back in time
10 someone to protect the woman. They sent back a man, not a cyborg. The woman and
11 her protector end up falling in love.

12 18. In this respect, Cameron's story idea was both a time travel story and a
13 love story. In that conversation, I told Cameron that I was excited about the story
14 idea and that I wanted to produce the movie.

15 19. In the spring or summer of 1982, Cameron returned from Italy. At that
16 time, he wrote a detailed treatment. After Cameron wrote a detailed treatment, he
17 gave it to me to read. I thought it had great potential and told him that I would be
18 willing to produce the movie. Shortly thereafter, Cameron wrote the screenplay of
19 the "Terminator." He gave me pages to read as he finished them and I gave him my
20 comments.

21 20. By October of 1982, the screenplay of "The Terminator" had been
22 completed.

23 21. In the fourth quarter of 1982, Cameron and I submitted "The
24 Terminator" to many potential financiers and distributors. Many people were not
25 interested in the project and passed. However, Orion was interested in our project
26 "The Terminator" if we could secure co-financing.

27 22. In the fourth quarter of 1982, I had a meeting with Barry Plumley
28 ("Plumley"). At the time, Plumley was an executive who worked for John Daly

T-104 P.005/006 F-388

30. At no time between mid 1982 and October of 1984, or any time before or after, did I ever receive or have access to the Third Eye Literary Materials.

T-184 P.006/006 F-888

Gale Anne Hurd
GALE ANNE HURD

APR-27-2005 13:37

ENTERTAINMENT

3103063910

P.02

DECLARATION OF LAURENCE WACHOWSKI

I, LAURENCE WACHOWSKI, hereby declare as follows:

1. I am a Defendant in the lawsuit entitled Sophia Stewart v. Andy Wachowski, et al., Case No. CV 03-2873 MMM (VBKx). I submit this Declaration in support of the motion for summary judgment filed by Defendants Warner Bros. Entertainment, Inc., Andy Wachowski ("Andy"), Thea Bloom, Joel Silver and me (the "Matrix Defendants"). Together with my brother Andy, I was the co-writer, co-director and co-executive producer of "The Matrix", "The Matrix Reloaded" and "The Matrix Revolutions" (the "Matrix Trilogy").

2. I have personal knowledge of the facts set forth in this Declaration and, if called as a witness, I would and could competently testify to these facts under oath.

3. In the summer of 1986, I was 21 years old and I was attending Bard College in New York.

I. No Access to the Third Eye Literary Materials.

4. As I understand it, Plaintiff Sophia Stewart ("Stewart") alleges in her lawsuit that she wrote: (1) a six-page treatment entitled the "Third Eye" (the "Third Eye Treatment"); (2) a forty-five page manuscript entitled the "Third Eye" (the "Third Eye Manuscript"); and (3) an additional document which she calls the "Making of the Third Eye" (collectively, the "Third Eye Literary Materials").

5. I have never met or spoken with Stewart. I had not heard of Stewart prior to the time that she filed her lawsuit against me.

6. I have never seen the Third Eye Literary Materials.

7. I have never read the Third Eye Literary Materials.

8. I have never received the Third Eye Literary Materials.

9. I have never had access to the Third Eye Literary Materials.

APR-27-2005 13:37

ENTERTAINMENT

3103063910

P. 03

1 10. To my knowledge, no one connected with the process of creating,
2 writing, developing, financing or producing "The Matrix" had any access to the Third
3 Eye Literary Materials.

4
5
6 **II. The Purported Advertisement**

7 11. As I understand it, Stewart also alleges in her lawsuit that during the
8 summer of 1986, my brother Andy and I ran an advertisement in a national magazine
9 by which we supposedly solicited writers to send us science fiction treatments and
10 scripts (the "Purported Advertisement"). This is not true.

11 12. I never ran the Purported Advertisement. I never asked anyone to run
12 the Purported Advertisement for me. The Purported Advertisement does not now
13 exist and never existed. I never solicited science fiction or other scripts in a national
14 magazine or in any other publication in 1986 or at any other time. To my knowledge,
15 my brother Andy, who had just graduated from high school in 1986, never ran, and
16 never asked anyone to run, the Purported Advertisement either.

17 13. As I understand it, Stewart also alleges in her lawsuit that, in response to
18 the Purported Advertisement, she sent the Third Eye Literary Materials to my brother
19 and me. This is not true. I never received the Third Eye Literary Materials in 1986
20 and I certainly did not receive them in response to the Purported Advertisement.

21 14. I never received the Third Eye Literary Materials from Stewart, or any
22 other person or entity, at any time either before or after 1986.

23
24 **III. The Creation of The Matrix Trilogy**

25 15. My brother Andy and I independently created the Matrix Trilogy.

26 16. We first started working on the Matrix Trilogy in 1992 and continued to
27 work on it in 1993. Initially, the Matrix Trilogy was an idea for a comic book. Andy
28 and I created the concept for the Matrix Trilogy (all three films) in 1993.

APR-27-2005 13:37

ENTERTAINMENT

3103063910 P.04

17. In 1993, Andy and I wrote the script for the Matrix Trilogy in long hand. Attached hereto as Exhibit "1" is a true and correct copy of the first page of the first draft of the script for the Matrix Trilogy. This first draft is dated 8/13/93 and is entitled First Draft, Second Notebook. Attached hereto as Exhibit "2" is a true and correct copy of the first page of the next draft of the script for the Matrix Trilogy. This next draft is dated 10/7/93 and is entitled First Draft, Third Notebook. There is also a First Draft, First Notebook which is dated prior to 8/13/93, but I have not been able to locate it at this time.

IV. Joel Silver and Warner Bros.

18. In 1993, Andy and I did re-writes for a movie entitled "Assassins". Joel Silver ("Joel") was the producer of "Assassins". While working on that project with Joel, Andy and I showed him our script for "The Matrix". Joel liked it. He optioned the rights to it from us and together we pitched it to Warner Bros. Warner Bros. liked the pitch and liked our script. In 1993, Andy and I entered into a deal with Warner Bros. As part of that deal, Warner Bros. had us re-write the script for them.

19. Andy and I then re-wrote "The Matrix" for Warner Bros. We delivered a first version and a revised version in February of 1994. Attached hereto as Exhibit "3" is a true and correct copy of the first page of the February 23, 1994 revised version of "The Matrix" as we delivered it to Warner Bros. We then revised it again for Warner Bros. Attached hereto as Exhibit "4" is a true and correct copy of the first page of the August 23, 1994 revised version of "The Matrix" as we delivered it to Warner Bros.

V. Warner Bros. Needs More Convincing

20. Warner Bros. liked the revised script. However, Warner Bros. still needed more convincing before it would agree to finance and distribute "The Matrix."

APR-27-2005 13:37

E ENTERTAINMENT

3103063310

P.00

1 21. Joel, Andy and I asked Warner Bros. to hire two comic book artists to
2 draw detailed shot-by-shot storyboards. Warner Bros. agreed.

3 22. At the same time, Joel, Andy and I got the script to Keanu Reeves
4 ("Keanu"). Keanu liked the script and stated that he would be willing to play the role
5 of Neo.

6 23. After Warner Bros. saw the 500 plus pages of the shot-by-shot
7 storyboards and after Keanu agreed to be in the movie, Warner Bros. agreed to
8 finance and distribute "The Matrix" and, ultimately, the Matrix Trilogy.

9 I declare under penalty of perjury under the laws of the State of California and
10 the United States of America that the foregoing is true and correct.

11 Executed this 27 day of April, 2005, at _____

12
13
14 
15 LAURENCE WACHOWSKI

APR-27-2005 13:38

EON ENTERTAINMENT

3103263910 P.06

DECLARATION OF ANDY WACHOWSKI

I, ANDY WACHOWSKI, hereby declare as follows:

1. I am a Defendant in the lawsuit entitled Sophia Stewart v. Andy Wachowski et al., Case No. CV 03-2873 MMM (VBKx). I submit this Declaration in support of the motion for summary judgment filed by Defendants Warner Bros. Entertainment, Inc., Laurence Wachowski ("Larry"), Thea Bloom, Joel Silver and me (the "Matrix Defendants"). Together with my brother Larry, I was the co-writer, co-director and co-executive producer of "The Matrix", "The Matrix Reloaded" and "The Matrix Revolutions" (the "Matrix Trilogy").

2. I have personal knowledge of the facts set forth in this Declaration and, if called as a witness, I would and could competently testify to these facts under oath.

3. In the summer of 1986, I was 18 years old and I had just graduated from High School.

I. No Access to the Third Eye Literary Materials.

4. As I understand it, Plaintiff Sophia Stewart ("Stewart") alleges in her lawsuit that she wrote: (1) a six-page treatment entitled the "Third Eye" (the "Third Eye Treatment"); (2) a forty-five page manuscript entitled the "Third Eye" (the "Third Eye Manuscript"); and (3) an additional document which she calls the "Making of the Third Eye" (collectively, the "Third Eye Literary Materials").

5. I have never met or spoken with Stewart. I had not heard of Stewart prior to the time that she filed her lawsuit against me.

6. I have never seen the Third Eye Literary Materials.

7. I have never read the Third Eye Literary Materials.

8. I have never received the Third Eye Literary Materials.

9. I have never had access to the Third Eye Literary Materials.

DECLARATION OF ANDY WACHOWSKI

APR-27-2005 13:38

EON ENTERTAINMENT

3103063910 P.07

1 10. To my knowledge, no one connected with the process of creating
2 writing, developing, financing or producing "The Matrix" had any access to the Third
3 Eye Literary Materials.
4

5
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15 my brother Larry, who was in college in 1986, never ran, and never asked anyone to
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APR-27-2005 13:39

EDN ENTERTAINMENT

3103063910

P.08

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EDN ENTERTAINMENT

3103263910 P.09

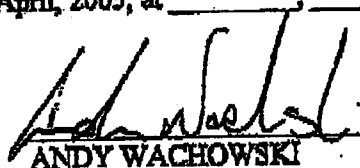
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7 storyboards and after Keanu agreed to be in the movie, Warner Bros. agreed to
8 finance and distribute "The Matrix" and, ultimately, the Matrix Trilogy.

9 I declare under penalty of perjury under the laws of the State of California and
10 the United States of America that the foregoing is true and correct.

11 Executed this 27 day of April, 2005, at _____

12
13
14 
15 ANDY WACHOWSKI

DECLARATION OF TERESA WAYNE

I, Teresa Wayne, hereby declare as follows:

1. I am Vice President of Story and Creative Administration of Warner Bros. Entertainment, Inc. ("Warner Bros."). My duties and responsibilities include supervising the Story Department of Warner Bros. I have been employed by Warner Bros. for 24 years and I have been in charge of the Story Department since 1993. I submit this Declaration in support of the motion for summary judgment filed by Defendants Warner Bros., Andy Wachowski, Larry Wachowski, Thea Bloom and Joel Silver (collectively, the "Matrix Defendants").

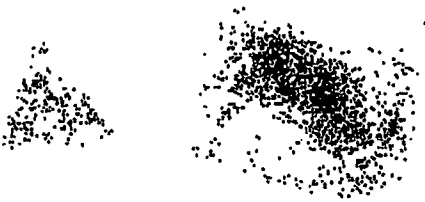
2. I have personal knowledge of the facts set forth in this Declaration and, if called as a witness, I would and could competently testify to these facts under oath.

3. Warner Bros.' policy is to accept the submission of a script, treatment or other literary material ("Literary Material") only from licensed literary agents who are signatories to the Writer's Guild of America ("WGA") or from producers, attorneys and managers with whom we have a business relationship.

4. The Story Department documents the submission of Literary Material submitted to Warner Bros.' creative executives. The process by which Warner Bros. receives Literary Material is as follows:

- a. Literary Material is submitted to creative executives who, in turn, send it to the Story Department for "coverage".
- b. The Story Department maintains, in the ordinary course of our business, a computerized database. The database is updated and checked daily. Whenever a submission is received, the Story Department promptly enters certain information about the submission into the database, including the date it was received by Warner Bros.

- 1 c. After the Literary Material is logged into the database, story
2 analysts read the submitted Literary Material.
- 3 d. After their review of the Literary Material, the story analysts
4 prepare "coverage". Coverage is a short synopsis of the Literary
5 Material. Coverage typically includes a recommendation from
6 the story analyst as to whether or not the Literary Material
7 submitted has the potential to become a viable film property.
8 The Story Department maintains a copy of the coverage analysis.
- 9 5. Warner Bros. policy prevents the Story Department from considering
10 unsolicited submissions. Unsolicited submissions are returned unopened and
11 unread.
- 12 6. Typically, my department is notified when Literary Material is
13 submitted to the Warner Bros. legal department as part of a claim.
- 14 7. I was asked by our outside counsel to check the computerized database
15 to determine the date "The Matrix" was first submitted to Warner Bros. I then
16 checked the database and verified that Joel Silver of Silver Pictures, a producer with
17 whom Warner Bros. had a business relationship, first submitted "The Matrix" to
18 Warner Bros. on February 4, 1994.
- 19 8. Warner Bros. released "The Matrix" domestically on March 31, 1999.
- 20 9. I was also asked by our outside counsel to check the computerized
21 database to determine whether a treatment or manuscript (or script) entitled the
22 "Third Eye" written by Sophia Stewart ("Stewart") was ever received by Warner
23 Bros. I then checked the database and verified that at no time prior to April 16, 1999
24 did Warner Bros. ever receive the "Third Eye" written by Stewart. According to the
25 database, the first time Warner Bros. received the "Third Eye" written by Stewart
26 was on April 16, 1999 when Stewart it to the Warner Bros. legal department along
27 with a claim letter.
- 28



THIRD EYE

by

Sofia Stewart

May 1981

Los Angeles, California

Exh. 2

THIRD EYE

The proposed science fiction film deals with Earth during the year 2110 A.D. By that time, planet Earth had experienced horrible nuclear wars, and a Spiritual Evolution was underway. Also, Man was finally moving from the unconscious to the conscious stages of spiritual development. Thus, it seemed apparent that spirituality would soon prevail over technocracy and Earth would have lasting "Peace".

Unfortunately, members of Earth's largest banking institutions and corporations secretly banded together in a final effort to maintain the object-worship of money as a permanent way of life. By controlling the mass media (television, newspapers and radio), the secret organization, with a code name of "Rothfellers", convinced people on Earth to rebuild their weapon systems as a means to provide money and jobs for everyone. War began again even before the new weapon systems were finished, and most of the population abandoned the pursuit of spirituality or died in nuclear battles.

One of the major research and weapon systems development organizations on Earth was headed by a philosopher-scientist, Ikahan. His organization was instrumental in building the Spacestar, a huge vehicle shaped like a pyramid designed for inter-planetary warfare and space travel. Additionally, the

JP 11/11/18

07/02/2004 18 27 FAX

014/019

Spacestar was to be the flagship of Earth's space fleet, and it contained the most secret and highly advanced devices known at that time.

The Rothfellers commanded Ikahn to use the Spacestar as a vehicle for war against people who resisted their tyranny. Ikahn accepted the assignment with some reluctance.

Just before beginning the assigned mission, Ikahn personally experienced a Spiritual Happening that became manifest in the form of an "eye". After the 'Happening', he set it aside as simply a hallucination and continued his organisational tasks. These tasks included collecting the finest, most highly trained people on Earth to operate the Spacestar. When all of the preparations were completed, the vessel left the orbiting dock where it had been constructed. At that time, Ikahn experienced another Spiritual Happening, and he envisioned the "eye" again. After the 'Happening' Ikahn discussed the event with one of his close associates who informed him that some members of the Spacestar crew were rebels against the Rothfellers, and they stole galactic maps of the universe from top-secret stellar receiving stations. These people were pointed out to Ikahn who confessed that they possessed information concerning the main source of Spiritual Power, the THIRD EYE, that exists on a planet named Cnve III in the distant universe.

More importantly, the rebels produced incontrovertible evidence proving to Ikahn that the Rothfellers intended,

Sub May 1988

Exh. 4

to control and reduce Earth's population to industrial object-worshippers, and they wanted to systematically destroy the concept of God. They also explained to Ikahn that his Spiritual Happening had meaning, and that he was destined to stand before the THIRD EYE; also, that he was to bring that power back to Earth.

Ikahn retired to his quarters for meditation, and received notification from the Rothfellers on Earth to open his secret orders. These orders clearly specified exactly what the rebels on board the Spacestar stated, and Ikahn became infuriated over the fact that he had been duped into leading an expedition of destruction eventuating in eliminating the consciousness of God from the population on Earth.

Ikahn called all the people of the Spacestar together and confessed this information. They voted to join the rebels. As a result, the Rothfellers on Earth informed Ikahn that they would hunt down the valuable Spacestar and execute all of the rebels.

The Spacestar fights many battles with Earth's fleet, pirates, and experiences space storms. Many are wounded, and others die. Eventually they are forced to land on the planet Sorr, ruled by Queen Johnay, that is completely operated by machines powered by energy from the "Black Moons". The light from planet Sorr is such that it encompasses everything in darkness, and it does not lend itself to

cc Ray 12/11/18

Exh. 5

accurate interstellar navigation unless a space vehicle is within at least one million miles of its atmosphere.

Although Queen Johnay agrees to help Ikahn with repairs and medical attention for the many wounded people, she informs Rothfellers on Earth about the arrival of the Spacestar.

Queen Johnay is gorgeous, and possesses the unique capability of changing the color of her skin to reflect her inner emotions. Unfortunately for Queen Johnay, she comes into intimate contact with Ikahn's growing spirituality, that penetrates her machine-conditioned consciousness; she falls in love with Ikahn. At the last minute Johnay helps Ikahn and his people to escape from Sorr, avoid the oncoming war fleet from Earth. Ikahn escapes, but the Rothfellers soldiers capture and hold Johnay as a hostage for her deceit.

Ikahn moves to the planet Cove III that contains the THIRD EYE, and takes up orbit around it. By this time he has been informed that his physical strength and spirituality enables him to stand before the THIRD EYE. But, he will die from that experience if he contains any amount of Spiritual Impurity. Additionally, it is discovered that the test for Spiritual Impurity is DEATH. In other words, the people on the Spacestar are informed that they must all want Ikahn to possess powers of the THIRD EYE, but all of them must first die as a testament for their belief in Ikahn's Spiritual Purity.

The people on Spacestar decide to die for Ikahn, and they descend to the plains on planet Cove III. As they

Johnay
Exh. C

stand in the open, the surrounding heavens blaze with fire, lightning, thunderous roars; and other phenomenon. All of the people die and Ikahn is left standing--but he is blind. He turns and walks among the bodies of his fallen comrades experiencing humbling emotions. He yells out that he doesn't want the power of the THIRD EYE at a cost so great. Slowly the clothing on his body disintegrates and he is naked on the plains of Cove.III. The sound of "OM" emanates from the heavens. He yells out that he wants to die to resurrect the people, but there is no way available for him to kill himself. He falls to his knees, saying: "Oh God, let thy will be done."

The CAMERA PANS the plains of Cove III showing that Ikahn is alone on the grassy emptiness. Slowly the CAMERA moves in for a MEDIUM CLOSE SHOT of Ikahn who is now standing and each one of the people walks out of Ikahn's body. When the plains of Cove III are again full of the people who are happily facing the blind Ikahn, he is surrounded by magnificent auras of lights that slowly form into two golden beams emanating from his closed eyes. Ikahn slowly opens his eyes and perceives the people who appear before him as all the races on Earth, other planets and stars.. It is a multitude of the universe that walked out of him. They are all naked, and without shame.

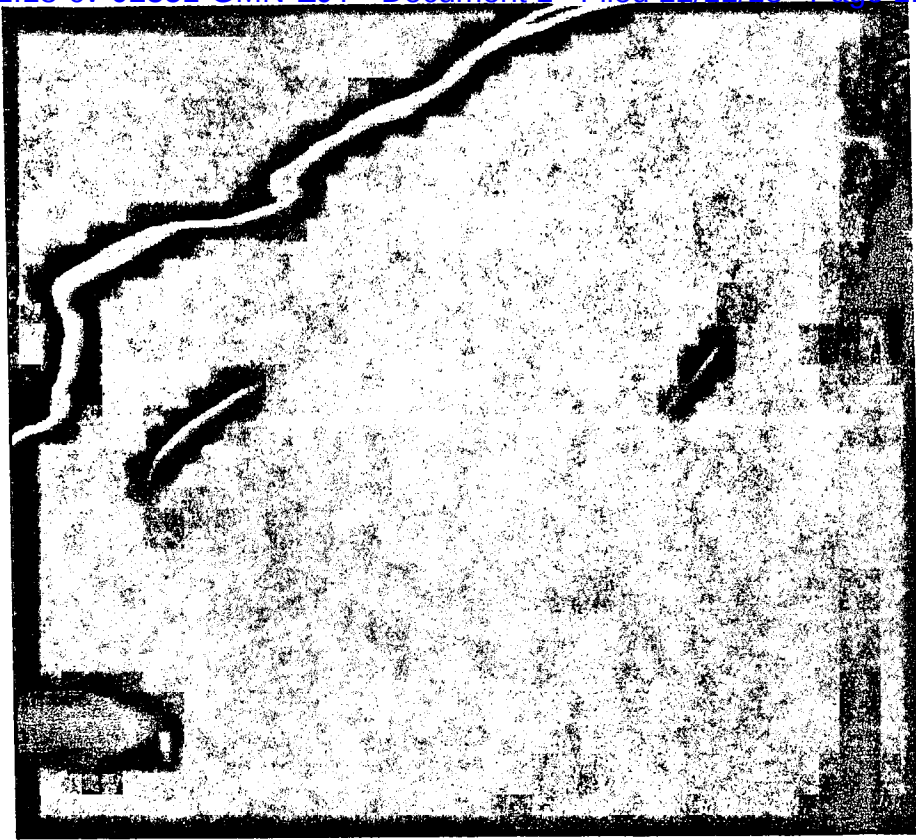
They decide to go back to Earth in their Spiritual Form with full knowledge that they must defeat armies

the Rothfellers in space and on land.

The followers of Ikahn board the Spacestar and fight their way into Earth orbit. They descend to Earth amid cheers of the multitudes now affected by powers of the THIRD EYE within Ikahn.

The Rothfellers are defeated, and "peace" is proclaimed.

11/11/18
11/11/18



THIRD EYE

by

Sophia Stewart

"He entered Earth's atmosphere in a
flash of brilliant light;"
"After the energy, he lies naked
and still..."

-The Third Eye
By
Sophia Stewart

May 2011
Los Angeles, California



THIRD EYE

by

Sofia Stewart

"The year 2110 A.D. brought many great changes on Earth. Mankind just finished experienced the last of the Atomic Age, when evolution of awareness began; and man was going from the unconscious stages of evolutionary development in to the conscious levels of it. There was no doubt earth would be destroyed."

-"The Third Eye"

By

Sophia Stewart

May 1981

Los Angeles, California



DATE: 11/11/18

BY:

Sophia Stewart

"The proposed science fiction film deals with Earth during the year 2110 A.D. By that time planet Earth had experienced horrible nuclear wars."

"The 22nd Century will be a time in which Earth will have experienced many computerized nuclear wars, and for the first time in history, the people of earth will feel the ultimate nuclear war that will bring universal death."

-The Third Eye Movie Treatment

By Sophia Stewart

May 1981

Los Angeles, California

Protected Literary Work

Sophia Stewart – “The Third Eye”

I-Kahn (The One)

X-sers
(young, 200 lbs., muscular, abilities)

Kev
(young, muscular, 230 lbs.)

Old Gypsy Hag

(prophet)

Vashta
(45 yrs, 6’0”, 170 lbs. strong character,
wise, advisor, participate when called
upon)

Trifina
5’7”, 120 lbs., pure heart, playing
always symbolic majority part in
the background, awareness of all
that takes places, like an angel)

Awn
(Passive in nature, goes along to
to a certain extent with what is
decided, betrayer; keeps to himself,
no abilities

Trev
(Slender, warm hearted, well loved, 20
yrs old, youthful factors, moral support
to Neo characters and the rest)

Zonia
(nondescript lady, no major part)

3 Levels of Authority that became
same men.

Dome Hidden city above Earth

(Hidden city above ground)

Spacestar Ship
(highly computerized futuristic ship)

The Infringing Work

“The Matrix I-III”

Neo, “One”, an Anagram for
One.

Tank
(Same characteristics)

Apoc
(Same characteristics)

Oracle

(Same)

Morpheus
(Same – verbatim)

Trinity
(Same-verbatim)

Cyper
(Same)

Mouse
(Same)

Switch

3 Agents Levels that the
became the same men.

Zion Hidden city below

(Hidden city above
ground)

Nebchadnzzar Ship
(highly computerized
futuristic ship)

EXH 27

Advanced computers
(alien being different composition,
not human)

Guardian Eyes Logos
Guardian human eye logos

Rebels

(Rebels band knows the truth)

Planet with machines
(planet with computers and computer
networks, planet ruled by them)

Epic – Evolution of Consciousness

(Birth and evolution of consciousness
is the theme of the story)

Narrative

Ending

(Perpetual existence)

Begin again

Good people walked out of I-Khan

(transnormal effect of entry and exit
from body)

I-khan is blind

(Character ascends to power
after incurring blindness)

Golden beams emanate from his eyes;
ascends to power after incurring
blindness

Girl is captured & held hostage

Advanced computers
(created by computers not
human)

Sentinel Eyes Logos
Sentinel human eye logos

Rebels

(Rebels band knows the truth)

Planet with machines
(planet with computers and
computer networks, planet
ruled by them)

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(Perpetual existence)

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(transnormal effect of entry
and exit from body)

Neo is blind

(Character ascends to power
after incurring blindness)

Golden beams emanate from
his eyes; ascends to power after
incurring blindness

Morpheus is captured & held
hostage

EXH 28

(Character captured, held hostage for portrayal)

Rebels (ships) die as treatment
(rebels on ship die in testament
and belief that I-khan is the one)

I-khan human side dies (reborn)

(Reborn without corruption)

I-khan is foretold as the one
(Prophecy foretold character as the one)

Plot introduction year 2110 A.D.
(time frame)

I-khan spiritual happening (hallucinatory)

Awakening, self recognition to
his purpose

Rebels (ship) knew he was the one
(rebel band recognized I-khan was
the one and pointed him out to each
other)

Hunting for the ship to kill rebels
(government sent sentinels to hunt
down and kill rebel band)

Special effects

I-khan and rebel band send forth optical
projections of images of themselves to
engage in battle

Programmed the mind-computerized
warfare – to teach (programmed the mind
for computerized warfare and combat)

In space I-khan develops his alien side
and inherits special powers)

(character captured, held
hostage for portrayal)

Rebels (ships) dies as treatment
(rebels on ship die in testament
and belief that Neo is the one)

Neo human side dies (reborn)

(reborn without corruption)

Neo is foretold as the one
(prophecy foretold character
as the one)

Plot introduction (time frame)

Neo spiritual happening
(hallucinatory)

Awakening, self recognition to
his purpose

Rebels (ship) knew Neo
(rebel band recognized Neo.)

Sentinels were doing the same
(government sent sentinels to
kill rebel band)

Special effects

Neo and rebel band send forth
optical projections of images of
themselves to engage in battle

Programmed the mind (same)
programmed the mind for
computerized warfare and
combat)

In space Neo develops his alien
side and inherits special powers)

Protected Literary Work
Sophia Stewart – “The Third Eye”

Quote: “We will be back”

Identical plot

Identical characters

Identical settings

Spans past, present, and future

Iceus

(Mother expecting child destined to
destroy computers in the future)

The Infringing Work
“The Terminator I-III”

Quote: “I’ll be back”

Identical plot

Identical characters

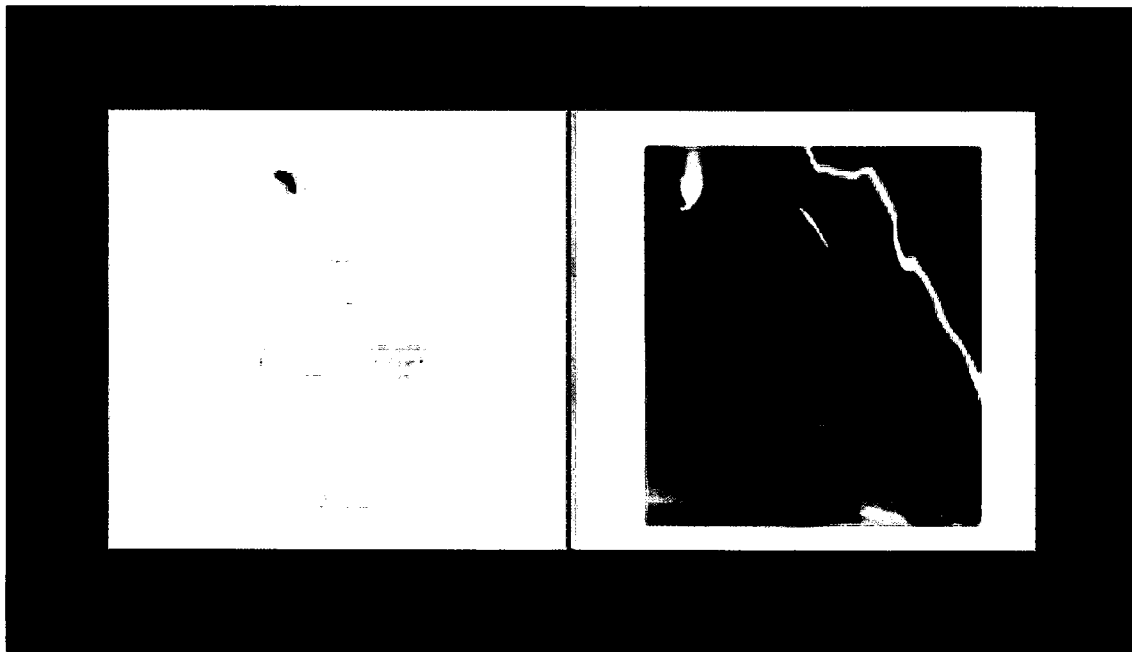
Identical settings

Spans past, present, and future

Sara Connors

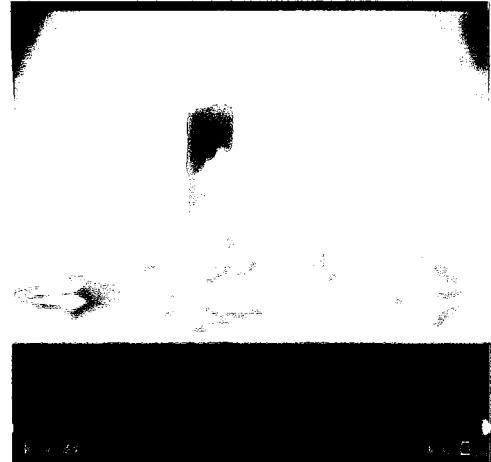
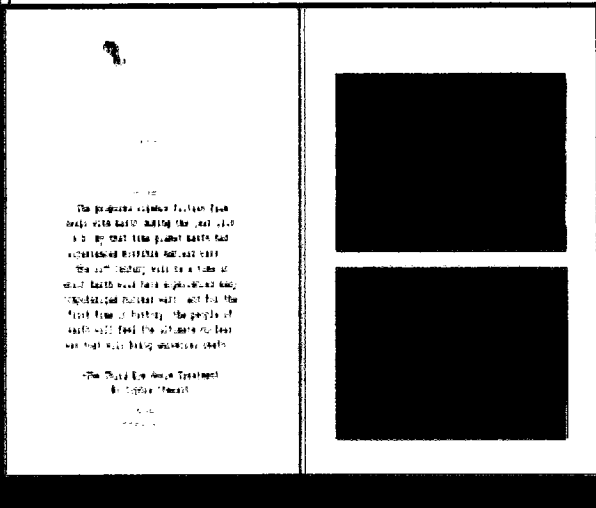
(Mother expecting child
destined to destroy computers
in the future)

EXH 30

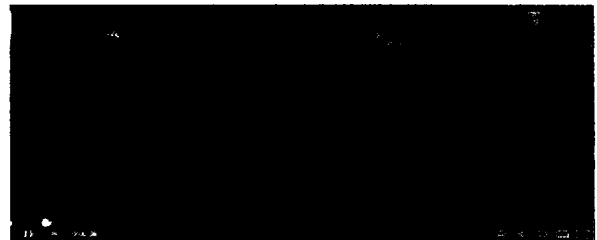


The Third EyeAnimatrix Fraudulent

Procurement



The Terminator FraudDerivativeAnimatrix Fraud



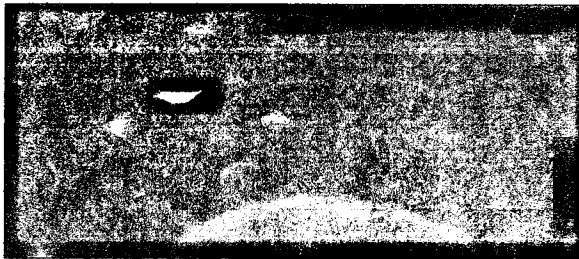
Animatrix Derivative



<http://www.youtube.com/watch?v=iieuwaHJ9us&wide=1>

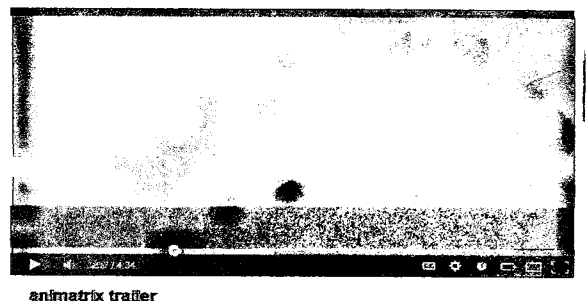
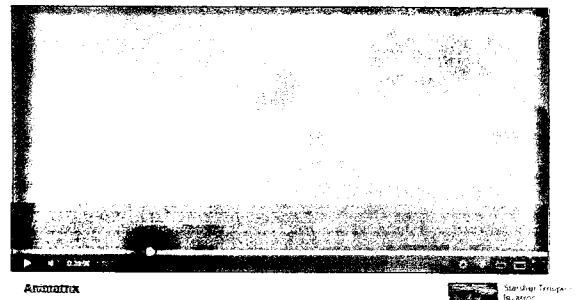
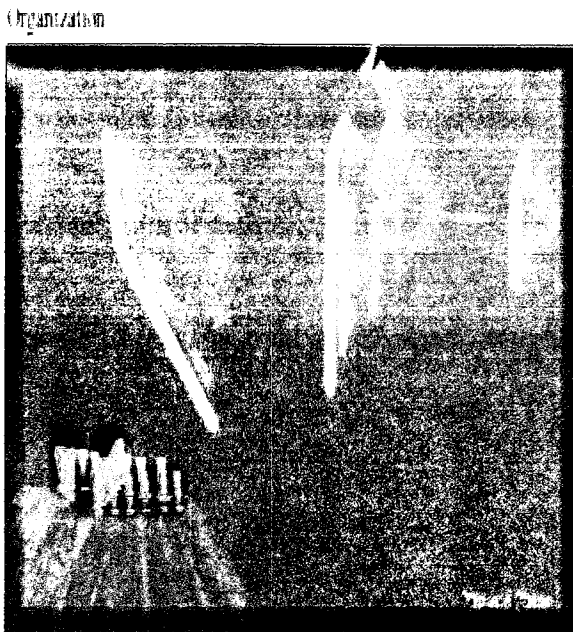
The Third Eye pg. 19

Animatrix Fraudulent Procurement



The Third Eye, pg 40

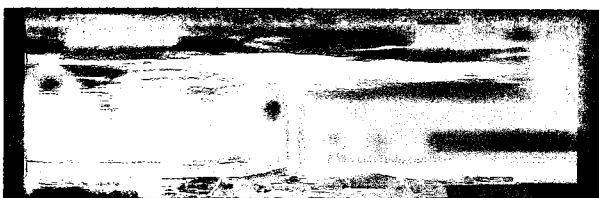
Animatrix Fraudulent Procurement



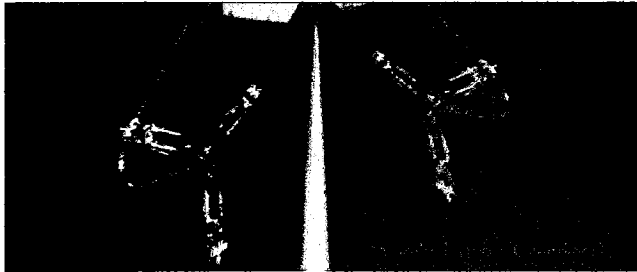
The

Third Eye, pg 38

Animatrix Fraudulent Procurement



The Third Eye, pg. 48



AnimatrixFraudulent Procurement



Animatrix Fraudulent Procurement



Animatrix Fraudulent Procurement



III. Recommended Findings of Fact and Conclusions of Law

A. Facts

The Court accepts as true the following allegations in Ms. Stewart's Amended Complaint (Am. Compl., ECF No. 2):

Ms. Stewart, a science fiction screenwriter, sent screen treatments and other creative materials to film production companies and film producers and writers in the 1980s. Ms. Stewart owns the registered copyright for these works under the name "The Third Eye" or "Third Eye." In 2003, Ms. Stewart, acting pro se, sued a number of film studios and producers ("the California defendants") alleging the films in the TERMINATOR and MATRIX trilogies infringed her copyrighted works. *Stewart v. Wachowski*, No. CV 03-2873 MMM (VBKx) (C.D. Cal. 2003). That case ("the California action") asserted claims for copyright infringement and declaratory relief in addition to claims under the Racketeer Influenced and Corrupt Organizations Act ("RICO Act").

Sometime around July 2004, Jonathan Lubell contacted Ms. Stewart at her home in Utah to offer his services as an attorney with respect to the California action. Mr. Lubell spoke with Ms. Stewart over the phone from her home in Utah and sent a written fee agreement to Ms. Stewart's home in Utah, where she executed the agreement and paid a retainer fee. Mr. Lubell held himself out as an expert and stated he would assemble a competent legal team to assist with the case—representations upon which Ms. Stewart relied. Gary Brown and Dean Webb thereafter joined Ms. Stewart's California-action legal team. Mr. Lubell, Gary Brown, and Dean Webb drafted Ms. Stewart's first amended complaint in that action. Dean Webb withdrew as Ms. Stewart's counsel in January 2005, and Michael Stoller joined Ms. Stewart's legal team three months later.

CLOSED, LODGE_DOC

**US District Court Electronic Case Filing System
District of Utah (Central)
CIVIL DOCKET FOR CASE #: 2:07-cv-00552-DB**

Stewart v. Stoller et al
Assigned to: Judge Dee Benson
Cause: 28:1332 Diversity-Other Contract

Date Filed: 07/30/2007
Date Terminated: 09/29/2014
Jury Demand: Plaintiff
Nature of Suit: 190 Contract: Other
Jurisdiction: Diversity

Plaintiff

Sophia Stewart

represented by **Sophia Stewart**
PO BOX 31725
LAS VEGAS, NV 89173
(702)501-5900
Email:
PRO SE

Edward W. McBride, Jr.
VIAL FOTHERINGHAM LLP
602 E 300 S
SALT LAKE CITY, UT 84102
(801)355-9594
Email: ted.mcbride@vf-law.com
TERMINATED: 12/07/2011
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Joseph G. Pia
PIA ANDERSON DORIUS
REYNARD & MOSS
222 S MAIN ST STE 1830
SALT LAKE CITY, UT 84101
(801)961-1300
Email: joe.pia@padrm.com
TERMINATED: 06/01/2010
LEAD ATTORNEY

Arthur T. Van Wagenen
10442 S SILVER MTN DR
SANDY, UT 84094
(801)637-4207

Email: arthurvanwagenen@yahoo.com
TERMINATED: 06/01/2010
ATTORNEY TO BE NOTICED

Kevin P. Moriarty
MCBRIDE & MORIARTY PLLC
2319 S FOOTHILL DR STE 220
SALT LAKE CITY, UT 84109
(801)531-1030
Email: kpmaccount9@live.com
TERMINATED: 02/12/2009
PRO HAC VICE

V.

Defendant

Michael T. Stoller
TERMINATED: 02/14/2014

represented by **Michael T. Stoller**
5747 HOBACK GLEN RD
HIDDEN HILLS, CA 91302
(818)226-4040
Email:
michael.stoller@stollerlawgroup.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Defendant

Jonathan Lubell

represented by **Jonathan Lubell**
207 PELICAN PL
ST SIMOND ISLAND, GA 31522
(912)638-2332
Email:
PRO SE

Defendant

Gary S. Brown
TERMINATED: 06/18/2013

represented by **Gary S. Brown**
1 S FAIR OAKS AVE STE 301
PASADENA, CA 91105-1945
(818)293-0979
Email: garysbrown@ca.rr.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Defendant

Dean Webb
TERMINATED: 06/30/2011

represented by **Kathleen M. Liuzzi**
DUNN & DUNN PC

2455 PARLEYS WY STE 340
SALT LAKE CITY, UT 84109
(801)521-6677
Email: kliuzzi@dunndunn.com
LEAD ATTORNEY

Interested Party

Warner Bros Entertainment

represented by **P. Matthew Cox**
SNOW CHRISTENSEN &
MARTINEAU
10 EXCHANGE PLACE 11TH FLOOR
PO BOX 45000
SALT LAKE CITY, UT 84145-5000
(801)521-9000
Email: pmc@scmlaw.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Interested Party

Andy Wachowski

represented by **P. Matthew Cox**
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Interested Party

Larry Wachowski

represented by **P. Matthew Cox**
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Interested Party

Thea Bloom

represented by **P. Matthew Cox**
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Interested Party

Joel Silver

represented by **P. Matthew Cox**
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Interested Party

**Twentieth Century Fox Film
Corporation**

represented by **P. Matthew Cox**
(See above for address)

LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Interested Party

James Cameron

represented by **P. Matthew Cox**
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Interested Party

Gale Anne Hurd

represented by **P. Matthew Cox**
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Date Filed	#	Docket Text
07/30/2007	<u>1</u>	COMPLAINT against Michael T. Stoller, Jonathan Lubell, Gary Brown (Filing fee \$ 350, receipt number 4681019135), filed by Sophia Stewart. Assigned to Judge Dale A. Kimball (jtj) (Entered: 07/30/2007)
08/01/2007	<u>2</u>	AMENDED COMPLAINT <i>First</i> against all defendants with Jury Demand., filed by Sophia Stewart.(McBride, Edward) (Entered: 08/01/2007)
11/26/2007	<u>3</u>	Ex Parte (Not Sealed) MOTION for Extension of Time Time to Serve Process filed by Plaintiff Sophia Stewart. (Attachments: # <u>1</u> Memorandum# <u>2</u> Affirmation# <u>3</u> Text of Proposed Order)(McBride, Edward) (Entered: 11/26/2007)
11/26/2007	<u>4</u>	AFFIDAVIT OF SERVICE for Summons and Complaint served on Dean Browning Webb on November 14, 2007, filed by Plaintiff Sophia Stewart. (McBride, Edward) Modified on 11/27/2007: note that summons was not properly issued by the Clerk's Office (alt) (Entered: 11/26/2007)
11/28/2007	<u>5</u>	Ex Parte (Not Sealed) MOTION for Extension of Time to Serve Process filed by Plaintiff Sophia Stewart. (McBride, Edward) (Entered: 11/28/2007)
11/28/2007	<u>6</u>	MEMORANDUM in Support re <u>5</u> Ex Parte (Not Sealed) MOTION for Extension of Time to Serve Process filed by Plaintiff Sophia Stewart. (McBride, Edward) (Entered: 11/28/2007)
11/28/2007	<u>7</u>	NOTICE of Affirmation by Sophia Stewart (McBride, Edward) (Entered: 11/28/2007)
11/28/2007	<u>8</u>	ORDER finding as moot <u>3</u> Motion for Extension of Time; granting <u>5</u> Motion for Extension of Time. Plaintiff's time to serve process on Defendants is extended by 60 days. Signed by Judge Dale A. Kimball on 11/27/2007. (rlr) (Entered: 11/29/2007)



THE MAKING OF THE THIRD EYE

(the Past to the Present)

Pseudo By Zenia Kavalas

*

FIRST PART May 1, 1981

SECOND PART August 10, 1982

THIRD PART June 28, 1983

FINAL October 1, 1983

280 Pages

9 Chapters

40 Pages or less to
each chapter

FOREWARD

PREFACE

INTRODUCTION

CONTENTS

ILLUSTRATIONS

BRIEF CHAPTERS: I, II, III, IV, V

COMBINATION OF LAST SIX CHAPTERS WITH CONCLUSION

Fwd: "Terminator Is Actually A Drama" - Wall Street Journal

From: Sophia Stewart (sophiastewart10@yahoo.com)

To: sophiastewart10@yahoo.com

Date: Monday, December 10, 2018, 3:11 PM PST

"Terminator Is Actually a Drama"

Wall Street Journal, February 4th 2010

<http://blogs.wsj.com/bankruptcy/2010/02/04/terminator-is-actually-a-drama/tab/article/>

In Reference to Cameron's entertainment lawyer Burt Field's comment, "...that all of the pictures that he [Cameron] created are totally his own, original work," and that, "He [Cameron] hasn't taken anything from anybody, including her [Stewart]", we respectfully submit the following:

1 Minute and 45 Seconds - AVATAR & ATAVISM? - Poul Anderson's (1978) "The Avatar" on Amazon.com - Does Copyright Law Care If James Cameron's Avatar Ripped Off Parts Of "Call Me Joe"? - Cameron's AVATAR & STARGATE SG-1

California Judge Margaret M. Morrow has already been informed about the "1 Minute and 45 Seconds" and the Articles of Incorporation that were hidden from the court. According to court transcripts, Judge Morrow told Warner Brothers Attorney Bruce Isaac

that she "could not grant him Summary Judgment" in light of "Substantial Similarity" to Stewart's protected literary work. Subsequently, no Evidence was ever entered into Discovery on behalf of Stewart and Judge Morrow ruled on fraudulent admissions entered into the court system by Bruce Isaac and David Boren. Therefore, no legal basis for summary judgment ever existed.

When you see this brief discussion, you will see an example of what can happen to a person that has a correct legal position when artful techniques are used to mislead a federal judicial official. Notwithstanding the fact that the first minute and 45 seconds of the film read exactly on the copyright of the writer, and the person that claimed ownership of the remainder did not claim to own that portion of the film, and the matter was in evidence through her copyright and her opponent claimed to have started the company when she had no story on the same day she referred to in the film, May 12th, every aspect of the representatives for the defendants failed to disclose this matter to the federal judge in a proper context. Then the defendant used that material misrepresentation to achieve summary judgment under rule 56 which should have been impossible when the true creator had the first copyright and film dialogue

that read on her work that the so-called owners did not claim in their copyright submission. This is a story that has intrigue, betrayal, misconduct, abuse of the legal system, and a curious inability to perceive the harm to the original creator, Sophia Stewart.

The matter that makes their position indefensible is that Hurd and Cameron planned and implemented a strategy to use false facts to the United States Government, and got away with it. Then the Wachowski's made the same plan and got caught. When they were caught, the connection between the Third Eye and the Terminator did not stop them. Their conspiracy counted on the fact that the United States would not stop a fraud done on their agents. That is a troubling observation. After that, both Cameron and Hurd gave a false affidavits to the Federal Court. It did not stop them.

Both "Terminator 4" and "The Sarah Conner Chronicles" TV Series are new claims being cited after the adjudication of the 2003 California Civil Case.

Best,

www.truthaboutmatrix.com

Attached for your review are Liens and other Documents pursuant to this matter.

1. Sophia Stewart's 1981 & 1983 Federal Copyright Txu 117-610 can be seen in attachment - "Articles of Incorporation..." exhibit 1.

2. Sophia Stewart's 1981 & 1983 copywritten movie treatment can be seen in attachment - "Articles of Incorporation..." exhibits 2 thru 8.

3. Sophia Stewart's 1984 copywritten Manuscript Txu 154-281 can be seen in attachment - "Articles of Incorporation..." exhibit 9.

4. 20th Century Fox Vice President of Creative Affairs Susan Merzbach 06/01/1981 letter of access as seen in attachment - "Articles of Incorporation..." exhibit 12.3.

5. Sophia Stewart's affidavit to the Bankruptcy Court can be seen in attachment - "Sophia Stewart Affidavit 2010 bank".

6. Sophia Stewart's Adversarial Civil RICO Complaint can be seen in attachment - "Sophia Stewart vs. Cameron & Hurd".

7. James Cameron, Gale Anne Hurd, Pacific Western & Hemdale Film's 1984 assignment movie treatment can be seen in attachment - "Articles of Incorporation..." exhibits 11 thru 12.2. Invalid copyright - theft of Harlan Ellison work

8. The MAY 12TH Articles of Incorporation for Pacific

**Western & Hemdale Film's can
be seen in attachment -
"Articles of Incorporation..."
exhibits 13 thru 14.5.**

**9. Warner Brothers & the
Wachowski's 1998 assignment
one-page "The Matrix" &
assignments to Warner
Brothers can be seen in
attachment - "Articles of
Incorporation..." exhibits 15
thru 20.**

**10. Lubell's confession to have
prepared Stewart's admission
"without the substantive
assistance of anyone else" can
be seen in attachment -
"UTAHCOURT CASE 2009-1
exhibit 240 & 241 Lubell
Confession.pdf"**

**Please review all information
carefully.**

§18 U.S.C. 4

WHOEVER, HAVING KNOWLEDGE
OF THE ACTUAL COMMISSION OF
A FELONY COGNIZABLE BY A
COURT OF THE UNITED STATES,
CONCEALS AND DOES NOT AS
SOON AS POSSIBLE MAKE
KNOWN THE SAME TO SOME
JUDGE OR OTHER PERSON IN
CIVIL OR MILITARY AUTHORITY
UNDER THE UNITED STATES,
SHALL BE FINED UNDER THIS
TITLE OR IMPRISONED NOT MORE
THAN THREE YEARS, OR BOTH.

§18 U.S.C. 3

WHOEVER, KNOWING THAT AN
OFFENSE AGAINST THE UNITED
STATES HAS BEEN COMMITTED,
RECEIVES, RELIEVES, COMFORTS
OR ASSISTS THE OFFENDER IN

ORDER TO HINDER OR PREVENT
HIS APPREHENSION, TRIAL OR
PUNISHMENT, IS AN ACCESSORY
AFTER THE FACT.

**1 MINUTE AND 45
SECONDS - HIDDEN IN
PLAIN SIGHT
A DOCUMENTARY ON
COPYRIGHT
INFRINGEMENT**

Part I:

[http://www.youtube.com/watch?
v=NUY6E-ByYVs](http://www.youtube.com/watch?v=NUY6E-ByYVs)

Part II:

[http://www.youtube.com/watch?
v=RLyJuMWttE4](http://www.youtube.com/watch?v=RLyJuMWttE4)

Part III:

[http://www.youtube.com/watch?
v=AH8viFxZLy4](http://www.youtube.com/watch?v=AH8viFxZLy4)

-A Hovercraft of immense proportions
enters the scene with the most advanced
computer oriented laser guided
weapons known to the post nuclear
world.

-A man pops up from nowhere and
begins to run as his friend hopes that he
make it.

-Still, with precision, the computer
generated robot focuses, aims, and
disperses his atom relationships so as to
mystify his very existence.

-Terminator open with a post nuclear
darkened war scene canvassed by
robots controlled through computer
chips with laser-guided weapons in or
about 2010 to 2030 A.D.

-What's critical to understand here, is that this 1 minute and 45 second description of a nuclear war in Terminator do not appear anywhere in the script written by James Cameron and Gale Anne Hurd.

-Yet, the words and the "post nuclear war" comes verbatim from Sophia Stewart's the Third Eye.

"The proposed science fiction film deals with Earth during the year 2110 A.D. By that time planet Earth had experienced horrible nuclear wars..." "The 22nd Century will be a time in which Earth will have experienced many computerized nuclear wars, and for the first time in history, the people of earth will feel the ultimate nuclear war that will bring universal death."
-The Third Eye Movie Treatment by Sophia Stewart

"This willful failure to disclose Stewart's contribution makes Cameron's and Hurd's copyright registration invalid...for willfully failing to reveal that the substantial contributing author was omitted with the intent to deny her royalties in the project."

"The year 2110 A.D. brought many great changes on Earth. Mankind just finished experienced the last of the Atomic Age, when evolution of awareness began; and man was going from the unconscious stages of evolutionary development in to the conscious levels of it. There was no doubt earth would be destroyed."

**–Quotations from “The Third Eye”
by Sophia Stewart**

“Yet, on a reading of Stewart’s “Third Eye as copyrighted 81’, 83’ and 84’, it is undeniable that the first 1 minute and 45 seconds of Terminator came from that discussion and that it is totally excluded from the copyright submission of Cameron and Hurd to the Copyright Office.”

“He entered Earth’s atmosphere in a flash of brilliant light;”

“After the energy, he lies naked and still...”

–The Third Eye by Sophia Stewart

“The technique of taking the script and sending it through a “chop shop” so that many of its features are changed while unpublished and then bringing it forth as a published work is described as infringement in Dezendorf v. Twentieth Century Fox. Yet, it is plainly present in the movie. This is evidence that Gale Anne Hurd had consciousness of the wrongfulness of this activity and did not want it to be said that she wrote exactly what was written in Stewart’s treatment. [TXU 117-610

COPYRIGHT] The May 1, 1981 treatment is covered by copyright registration number Txu 117-610 in the name of Sophia Stewart. This is evidence of a theft of the script, knowing unauthorized use of it, and an intent to deny Stewart of her share of the profits associated therewith”.

“Kyle Reese: “What day is it? The date!”

Cop in Alley: “12th... May...”

Sophia Stewart completed the six-page treatment of the Third Eye on May 1, 1981. It was forwarded to the Vice President of Creative Affairs of Fox before May 7, 1981. Surprisingly, Gale Anne Hurd, then the public relations and marketing director of New World Productions under Roger Corman (who had never produced a film), started Pacific Western Productions on May 12, 1981.

"Kyle Reese: "What day is it? The date!"

Cop in Alley: "12th... May..."

- May 12, 1981-

Is it simply coincidence, that Gale Ann Hurd started Pacific Western Productions on the same day Kyle Reese began his search for Sarah Conner? Or, is this the M/O of an Embezzlement of copywritten material? Allegations of "criminal copyright infringement" must be evidenced by: "Access" "Copying" & "Substantial Similarity" to a protected literary work. In relation to Terminator; Ms. Sophia Stewart, former USC Film student, has evidenced all three.

As Recently as December 2009, Twenty-Two year old Samantha Tumpach was taping portions of her sister's surprise party at a local theater and accidentally captured some scenes of the film "New Moon" on her digital camcorder. Although Samantha insisted she was not trying to record the new release on purpose, she was arrested for "criminal use of a motion picture exhibition" - a criminal statute intended to curb piracy by deterring movie watchers from recording movies in

theaters and selling “bootlegged” copies. Initially, Samantha faced up to three years in prison. Fortunately for Tumpach, she only spent two-days in jail following her arrest.

If Law Enforcement protects the rights of Billion dollar corporations, shouldn't Law enforcement also protect the rights of citizens?

While young movie watchers are being jailed for accidentally capturing a few scenes of a film; the Stewart case is shining the light on white collar crime sweeping America. Stewart uncovered a white collar theft of her protected literary work, its embezzlement and how that was used as a means to conceal the crime and escape punishment.

What's critical to remember, is that the 1:45 description of a nuclear war in Terminator do not appear ANYWHERE in the script written by James Cameron and Gale Anne Hurd. No “post nuclear war” was revealed in any draft done by James Cameron including the draft from June of 1982. Without any “post nuclear war” revealed by Cameron's scripts, why does a Terminator travel through time to kill Sarah Conner? And what does Kyle Reese have to protect Sarah Conner from? Nevertheless, the words, “nuclear war” and the element of “time travel” come verbatim from Sophia Stewart's copywritten material - The Third Eye.

The act of trying to conceal unauthorized use of someone's

protected literary work, “hidden in plain sight” of a newly released film, is the weakest link in the chain of criminal copyright infringement. **[Terminator & Reese]** To be caught with copywritten “source material” that bears no resemblance to the film or movie it is based upon, is to catch a thief with a smoking gun. **[James Cameron T2]**

Once again, it’s for good reason that thieves don’t register stolen property without changing the appearance of what was stolen. These “changes” and “alterations” are premeditated measures used to escape detection and consequence. Likewise, this pattern of theft is consistent with child kidnappers who are known by law enforcement to shave the heads or otherwise “alter” the appearance of children they abduct. Nevertheless, a mother will always recognize her baby. **[Stewart Quote]**

“If someone steals your car and puts it through a chop shop, (where the crooks add or take away from it) trying to make it their own, is it still your car? Do you go out and buy another car to prove yours was stolen?” –Sophia Stewart, Legal Owner of the Matrix & the Terminator

AN EMBEZZLEMENT OF COPYWRITEN MATERIAL

Fwd: Skydance Media And Tencent Pictures Co-Financing Tim Miller's New TERMINATOR Film; Arnold Schwarzenegger and Linda Hamilton To Star With James Cameron Producing - We Are Movie Geeks

From: Sophia Stewart (sophiastewart10@yahoo.com)

To: sophiastewart10@yahoo.com

Date: Monday, December 10, 2018, 12:16 PM PST

Skydance Media And Tencent Pictures Co- Financing Tim Miller's New TERMINATOR Film; Arnold Schwarzenegger and Linda Hamilton To Star With James Cameron Producing

Michelle Hannett April 23, 2018



Skydance Media, LLC ("Skydance") and Tencent Pictures, the film and television arm of Chinese Internet giant Tencent Holdings Limited ("Tencent"), announced today that Tencent will co-finance as a global partner the upcoming Terminator film directed by Tim Miller and produced by James Cameron and David Ellison. Under the pact, Tencent will also handle the distribution, marketing

and merchandising of the film in China. This is the first collaboration between the two companies since they entered into a partnership, with Tencent making a strategic investment in Skydance Media.

“We are thrilled Terminator will be our first collaboration with Tencent, and we believe that partnering this early in the process, prior to production, will allow both companies to fully maximize the opportunity,” said Jesse Sisgold, Skydance Media President & COO. “This franchise is hugely popular with Chinese audiences and will greatly benefit from the massive reach and valuable know-how Tencent has in marketing, distribution, games, and more.”

“We are truly excited to be partnering with Skydance on the newest chapter of this iconic franchise. With Skydance’s savvy production expertise and impeccable taste in talent, along with Tencent’s tremendous marketing and distribution capabilities in China, we believe the success of Terminator will serve as a benchmark for future collaborations,” said Edward Cheng, Vice President of Tencent and CEO of Tencent Pictures.

The upcoming Terminator movie will be a direct sequel to Cameron’s Terminator 2: Judgment Day starring Arnold Schwarzenegger and Linda Hamilton, both reprising their iconic roles as “The Terminator” and “Sarah Connor” from the first two Terminator films. The new story will introduce the next generation of characters played by rising stars Mackenzie Davis (Blade Runner 2049, “Halt and Catch Fire”), Natalia Reyes (“Lady, La Vendedora de Rosas”), Diego Boneta (“Scream Queens,” Rock of Ages), and Gabriel Luna (“Marvel’s Agents of S.H.I.E.L.D.”) Specific details on the characters are being kept under wraps.

Paramount Pictures and 20th Century Fox are also co-financing the film, which is scheduled for U.S. release the Friday before Thanksgiving on November 22, 2019. The movie will be distributed domestically by Paramount Pictures and internationally (excluding China) by 20th Century Fox.



Fwd: The Terminator 2019 Unveiled by Skydance and Tencent | TheTerminatorFans.com

From: Sophia Stewart (sophiastewart10@yahoo.com)

To: sophiastewart10@yahoo.com

Date: Monday, December 10, 2018, 3:33 PM PST

The Terminator 2019 Unveiled by Skydance and Tencent



By: TheTerminatorFans.com On April 23rd, 2018

It was pretty obvious when Skydance sold shares to Tencent that the China internet/tech giant would be buying into "Terminator (2019)". The business move seems like a "play-safe" move after the success of Terminator Genisys. As Hollywood backs away from China investment; Skydance strengthens their relationship.

Tencent officially announces: